Qwest.

Spirit of Service

Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202-2658
Phone 303 383-6645
Facsimile 303 383-8588
George.Thomson@qwest.com

George Baker Thomson, Jr.
Corporate Counsel

August 7, 2008

Patricia Van Gerpen, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

   Re: Qwest Local Services Platform Agreement with MCImetro Access
      Transmission Services LLC

Dear Ms. Van Gerpen:

   I have attached for your information a recently executed copy of an agreement between Qwest Corporation ("Qwest") and MCImetro Access Transmission Services LLC ("MCImetro") called the Qwest Local Services Platform Agreement ("QLSP"). This agreement provides for MCImetro's purchase from Qwest of mass market switching and shared transport elements that MCImetro may combine with local loops purchased from the separate interconnection agreement between Qwest and MCImetro.

   The Commission has previously reviewed other QLSP agreements and accepted them as informational filings (see, for example, the QLSP agreement between Qwest and American Fiber Network, Inc. submitted to the Commission on February 8, 2007). For this reason Qwest is providing you with a copy of the QLSP agreement between Qwest and MCImetro for your information and respectfully requests that you accept it in the manner you have other QLSP agreements, as an information filing.

   Contact information for MCImetro is as follows:

MCImetro Access Transmission Services LLC
Verizon Business
Attn: Peter H. Reynolds, Director-National Carrier Contracts and Initiatives
22991 Loudoun County Parkway
Ashburn, VA 20147
Phone: 703-886-1918
E-mail: peter.h.reynolds@verizonbusiness.com

   Please contact me if you have any questions or concerns. Thank you.

        Sincerely,

        George Baker Thomson, Jr.

Enclosure
e-mail cc: Peter H. Reynolds, MCImetro Access Transmission Services LLC, Verizon Business
cc: Colleen Sevold

QWEST LOCAL SERVICES PLATFORM™ AGREEMENT

This Qwest Local Services Platform™ ("QLSP™") Agreement, together with the Attachments and Rate Sheets, incorporated herein by reference, ("Agreement") is between **Qwest Corporation ("Qwest") and MCImetro Access Transmission Services LLC ("CLEC")** (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties"). The undersigned Parties have read and agree to the terms and conditions set forth in the Agreement.

Qwest Corporation:

By: _____

L.T. Christensen

Director - Wholesale Markets

Date: _____7/18/08_____

MCImetro Access Transmission Services LLC:

By: _____

[Name]: __**Peter H. Reynolds**__

[Title]: _____

Date: ___July 16, 2008___

NOTICE INFORMATION: All written notices required under the Agreement shall be sent to the following:

To Qwest Corp.:
1801 California Street, Suite 2420
Denver, CO 80202
Phone #: 303-965-3029
Facsimile #: 303-965-3527
E-mail: lntagree@qwest.com
Attention: Manager-Interconnection

To CLEC:
Verizon Business
22001 Loudoun County Parkway
Ashburn, VA 20147
Phone #: 703-886-1918
Facsimile #: 703-886-0118
E-mail: peter.h.reynolds@verizonbusiness.com
Attention: Peter H. Reynolds,
Director—National Carrier Contracts and Initiatives

With copy to:

Qwest Communications
1801 California Street, 10th Floor
Denver, Colorado 80202
Facsimile #: 1-303-383-6661
Attention: Corporate Counsel, Wholesale

Verizon Business
VP, Network and Technology Law
22001 Loudoun County Parkway
Ashburn, VA 20147
Fax: 703-886-0860

APPLICABLE STATES:

Qwest agrees to offer and CLEC intends to purchase Service in the states indicated below by CLEC's signatory initialing (or an "X") on the applicable blanks. **Note: If CLEC chooses to indicate Washington, CLEC must select only one (1) of the Washington Service offerings. CLEC may not change its Washington selection after the Agreement is executed.**

__X__	Arizona
__X__	Colorado
__X__	Idaho
__X__	Iowa
__X__	Minnesota
__X__	Montana
__X__	Nebraska
__X__	New Mexico
__X__	North Dakota
__X__	Oregon

__X__	South Dakota
__X__	Utah
____	**Washington 7.0** (with Commercial Performance Measures and Reporting, Performance Targets and Service Credits, as described in Section 7.0 of Attachment 2 to this Agreement); or
__X__	**Washington 8.0** (with Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) for Washington only, as described in Section 8.0 of Attachment 2 to this Agreement).
__X__	Wyoming

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 1 of 11

WHEREAS, CLEC desires to purchase from Qwest certain combinations of Network Elements, ancillary functions, and additional features, including without limitation, the local Loop, Port, switching, and Shared Transport.

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Qwest mutually agree as follows:

1. **Definitions.** Capitalized terms used herein are defined in Attachment 1.

2. **Effective Date.** This Agreement shall be effective August 1, 2008. All CLEC End User Customers served under the Qwest Platform Plus™ Master Services Agreement which expires July 31, 2008 (including all attachments and amendments to that Master Services Agreement) ("QPP Agreement") shall be automatically transitioned to this Agreement as of the Effective Date. After the Effective Date, the Parties shall cooperate to institute any billing or other systems changes required by the transition but Qwest shall not charge, and CLEC shall not be responsible for any costs incurred by Qwest in effectuating this transition.

3. **Term.** The term of this Agreement begins on the Effective Date and continues through January 3, 2011. In the event that at the expiration of the Agreement CLEC has any remaining Customers served under this Agreement, Qwest may immediately convert CLEC to an equivalent alternative service at market-based wholesale rates. Not later than six months prior to the expiration of this Agreement, Qwest shall provide CLEC with written notice of whether Qwest intends to continue to make QLSP available to Telecommunications Carriers beyond January 3, 2011.

4. **Scope of Agreement; Service Provisioning; Controlling Documents; Change of Law; Eligibility for Services under this Agreement; Non-Applicability of Change Management Process.**

4.1 The Services ("Services") described in this Agreement will only be provided in Qwest's incumbent LEC service territory in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

4.2 In the event of a conflict in any term of any documents that govern the provision of Services hereunder, the following order of precedence will apply in descending order of control: an Attachment, Rate Sheet, this Agreement, and any Order Form. The Parties agree that the Services offered and purchased under this Agreement are subject to compliance with all Applicable Laws; and obtaining any approvals and authorizations required or advisable. Anything to the contrary in this Section 4.2 notwithstanding, the Parties agree that this Agreement is intended to be a commercial agreement, negotiated voluntarily and without regard to the requirements of Sections 251 or 252 of the Act. Either Party may notify any of the state commissions in the states where this Agreement applies, that this Agreement has been executed and provide a copy for informational purposes.

4.3 Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. For purposes of this Section 4.3, "Existing Rules" means the existing state of the law, rules, regulations and interpretations thereof, including but not limited to Federal rules, regulations, and laws, as of the Effective Date.

4.4 If a change in law, rule, or regulation materially impairs a Party's ability to perform or obtain a benefit under this Agreement, both Parties agree to negotiate in good faith such changes as may be necessary to address such material impairment.

4.5 To receive services under this Agreement, CLEC must be a certified CLEC under applicable state rules. CLEC may not purchase or utilize Services covered under this Agreement for its own administrative use or for the administrative use by an Affiliate.

4.6 Except as otherwise provided in this Agreement, the Parties agree that Services provided under this Agreement are not subject to the Qwest Wholesale Change Management Process ("CMP"), Qwest's Performance Indicators ("PID"), Performance Assurance Plan ("PAP"), or any other wholesale service quality standards, or liquidated damages and remedies. Except as otherwise provided, CLEC hereby waives any rights it may have under the PID, PAP and all other wholesale service quality standards to liquidated damages, and remedies with respect to Services provided pursuant to this Agreement. CLEC proposed changes to Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

5. **CLEC Information.** CLEC agrees to work with Qwest in good faith to complete promptly or update, as applicable, Qwest's "New Customer Questionnaire" to the extent that CLEC has not already done so.

6. **Financial Terms.**

6.1 The description of the Service and applicable rates are set forth in the Attachments and Rate Sheets.

6.2 **Taxes, Fees, and other Governmental Impositions.**
All charges for Services provided herein are exclusive of any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges ("Tax" or "Taxes"). Taxes 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 specifically permitted by an Applicable Law to collect such Taxes from the purchasing Party, such Taxes shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Taxes shall be billed as a separate item on the invoice in accordance with Applicable Law. The Party Billing such Taxes shall, at the written request of the Party billed, provide the billed Party with detailed information regarding billed Taxes, including the applicable Tax jurisdiction, rate, and base upon which the Tax is 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 reasonable 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 has paid the Tax contested. If the purchasing Party provides the selling Party with a resale or other exemption certificate, the selling Party shall exempt the purchasing Party if the purchasing Party accepts the certificate in good faith. If a

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 2 of 11

Party becomes aware that any Tax is incorrectly or erroneously collected by that Party from the other Party or paid by the other Party to that Party, that Party shall refund the incorrectly or erroneously collected Tax or paid Tax to the other Party.

6.3   Each Party shall be solely responsible for all taxes on its own business, the measure of which is its own net income or net worth and shall be responsible for any related tax filings, payment, protest, audit and litigation. Each Party shall be solely responsible for the Billing, collection and proper remittance of all applicable Taxes relating to its own services provided to its own Customers.

7.   Intellectual Property.

7.1   Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive Service solely as provided in this Agreement or as specifically required by the then-applicable federal rules and regulations relating to Services provided under this Agreement, 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. Neither Party may use any patent, copyright, trade name, trademark, service mark, trade secret, nor other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party without execution of a separate written agreement between the Parties.

7.2   Subject to the general Indemnity provisions of this Agreement, each Party (an Indemnifying Party) shall indemnify and hold the other Party (an Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriate or otherwise violate the intellectual property rights of any third party. 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 is not reasonably necessary to CLEC's use of the Services offered by Qwest under this Agreement; 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.

7.3   In the event of any claim, the Indemnifying Party may, at its sole option obtain the right for the Indemnified Party to continue to use the facility or service; or replace or modify the facility or service to make such facility or service non-infringing.

7.4   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 above and either the facility or service is held to be infringing by a court of competent jurisdiction; or the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party will notify the Indemnified Party and the Parties will negotiate in good faith regarding reasonable modifications to this Agreement necessary to mitigate damage or comply with an injunction

which may result from such infringement; or allow cessation of further infringement.

7.5   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.

7.6   To the extent required under applicable federal and state law, Qwest shall use commercially reasonable efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with Services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such Services as contemplated hereunder and at least in the same manner used by Qwest for the Services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its commercially reasonable efforts to obtain such rights, but has been unsuccessful in obtaining such rights. Nothing in this subsection shall be construed in any way to condition, limit, or alter a Party's indemnification obligations under Section 7.2, preceding.

7.7.   Neither Party shall without the express written permission of the other Party, state or imply that it is connected, or in any way affiliated with the other or its Affiliates; it is part of a joint business association or any similar arrangement with the other or its Affiliates; the other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or with respect to its marketing, advertising or promotional activities or materials, the services are in any way associated with or originated from the other Party or any of its Affiliates.

7.8   Nothing in this Section prevents either Party from truthfully describing the Services It uses to provide service to its End User Customers, provided it does not represent the Services as originating from the other Party or its Affiliates or otherwise attempt to sell its End User Customers using the name of the other Party or its Affiliates.

7.9   Because a breach of the material provisions of this Section 7 may cause irreparable harm for which monetary damages may be inadequate, in addition to other available remedies, the non-breaching Party may seek injunctive relief.

8.   Financial Responsibility, Payment and Security.

8.1   **Payment Obligation.**   Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice ("Payment Due Date"). If the Payment Due Date falls on a Sunday or on a holiday which is observed on a Monday, the payment date will be the first non holiday day following such Sunday or holiday. If such a payment date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non holiday day preceding such Saturday or holiday. For invoices distributed electronically, the date of the invoice date is the same as if the invoice were billed on paper, not the date the electronic delivery occurs. If CLEC fails to make payment on or before the Payment Due Date, Qwest may invoke all available rights and remedies. Qwest may not backbill CLEC for amounts found to be unbilled or underbilled more than six (6) months from the date on which such charges should have been billed to CLEC.

8.2   **Cessation of Order Processing,** Qwest may discontinue processing orders for Services for the failure of CLEC to make full payment for Services, less any good faith disputed amount as provided for in this Agreement, within thirty (30) Days following the Payment

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 3 of 11

Due Date provided that Qwest has first notified CLEC in writing at least ten (10) business days prior to discontinuing the processing of orders for Services. If Qwest does not refuse to accept additional orders for Services on the date specified in the ten (10) business days notice, and CLEC's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders for Services from CLEC without further notice. For order processing to resume, CLEC will be required to make full payment of all past-due charges for Services not disputed in good faith under this Agreement, and Qwest may require a deposit (or recalculate the deposit) pursuant to Section 8.5. In addition to other remedies that may be available at law or equity, Qwest reserves the right to seek equitable relief including injunctive relief and specific performance.

8.3 **Disconnection.** Qwest may disconnect any Services provided under this Agreement for failure by CLEC to make full payment for such Services, less any disputed amount as provided for in this Agreement, within sixty (60) Days following the Payment Due Date provided that Qwest has first notified CLEC in writing at least ten (10) business days prior to disconnecting Services. CLEC will pay the applicable charge set forth in the Rate Sheet required to reconnect Services for each End User Customer disconnected pursuant to this paragraph. In case of such disconnection, all applicable undisputed charges, including termination charges, will become due. If Qwest does not disconnect CLEC's Service on the date specified in the ten (10) business days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all Services. For reconnection of the Service to occur, CLEC will be required to make full payment of all past and current undisputed charges under this Agreement for Services and Qwest may require a deposit (or recalculate the deposit) pursuant to Section 8.5. 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. Notwithstanding the foregoing, Qwest will not effect a disconnection pursuant to this section in such manner that CLEC may not reasonably comply with Applicable Law concerning End User Customer disconnection and notification, provided that, the foregoing is subject to CLEC's reasonable diligence in effecting such compliance.

8.4 **Billing Disputes.** Should CLEC dispute, in good faith, and withhold payment on any portion of the charges under this Agreement, CLEC will notify Qwest in writing within fifteen (15) Days following the Payment Due Date identifying the amount, reason and rationale of such dispute. At a minimum, CLEC will pay all undisputed amounts due to Qwest. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts, promptly provide reasonably requested documentation regarding the amount disputed, and work in good faith in an effort to resolve and settle the dispute through informal means prior to invoking any other rights or remedies.

A. If CLEC 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 Qwest, CLEC will pay the disputed amount and applicable late payment charges no later than the next Bill Date following the resolution. CLEC may not continue to withhold the disputed amount following the initial resolution while pursuing further dispute resolution. If the disputed charges have been withheld and the dispute is resolved in favor of CLEC, Qwest will credit CLEC's bill 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.

B. If CLEC pays the disputed charges and the dispute is resolved in favor of Qwest, no further action is required. If CLEC pays the charges disputed at the time of payment or at any time thereafter, and the dispute is resolved in favor of the CLEC, Qwest will adjust the Billing, usually within two Billing cycles after the resolution of the dispute, as follows: Qwest will credit the CLEC's bill for the disputed amount and any associated interest; or if the disputed amount is greater than the bill to be credited, pay the remaining amount to CLEC.

C. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, will any late payment charges be assessed on any previously assessed late payment charges.

D. If CLEC fails to dispute a rate or charge within six months following the invoice date on which the rate or charge appeared, adjustment will be made on a going-forward basis only, beginning with the date of the dispute.

8.5 **Security Deposits.** In the event of a material adverse change in CLEC's financial condition subsequent to the Effective Date of the Agreement, Qwest may request a security deposit. A "material adverse change in financial condition" means CLEC is repeatedly delinquent in making its payments, or is being reconnected after a disconnection of Service or discontinuance of the processing of orders by Qwest due to a previous failure to pay undisputed charges in a timely manner. Qwest may require a deposit to be held as security for the payment of charges before the orders from CLEC will be provisioned and completed or before reconnection of Service. "Repeatedly Delinquent" means any payment of a material amount of total monthly Billing under the Agreement received after the Payment Due Date, three (3) or more times during the last twelve (12) month period. The initial deposit may not exceed the estimated total monthly charges for a two (2) month period based upon recent Billing. The deposit may be an irrevocable bank letter of credit, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. The deposit may be adjusted by CLEC's actual monthly average charges, payment history under this Agreement, or other relevant factors, but in no event will the security deposit exceed five million dollars ($5,000,000.00). Required deposits are due and payable within thirty (30) Days after demand and non-payment is subject to 8.2 and 8.3 of this Section.

8.6 **Interest on Deposits.** Any interest earned on cash deposits will be credited to CLEC in the amount actually earned or at the rate set forth in Section 8.7 below, whichever is lower, except as otherwise required by law, provided that, for elimination of doubt, the Parties agree that such deposits are not subject to state laws or regulations relating to consumer or End User Customer cash deposits. Cash deposits and accrued interest, if applicable, will be credited to CLEC'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 Qwest, which will generally be one full year of timely payments of undisputed amounts in full by CLEC. Upon a material change in financial standing, CLEC may request, and Qwest will consider, a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

8.7 **Late Payment Charge.** If any portion of the payment is received by Qwest after the Payment Due Date, or if any portion of the payment is received by Qwest in funds that are not immediately available, then a late payment charge will be due to Qwest. The late payment charge is the portion of the payment not received by the Payment Due Date multiplied by a late factor. The late factor is the

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 4 of 11

lesser of the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of Days from the Payment Due Date to and including the date that the CLEC actually makes the payment to Qwest; or 0.000407 per Day, compounded daily for the number of Days from the Payment Due Date to and including the date that the CLEC actually makes the payment to Qwest.

9.   **Conversions.**   If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to a Service under this Agreement, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.   Nothing herein will be construed as expanding the rights otherwise granted by this Agreement or by law to elect to make such conversions.

10.   **Customer Contacts.** CLEC, or CLEC's authorized agent, are the single point of contact for its End User Customers' service needs, including without limitation, sales, service design, order taking, Provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC will inform its End User Customers that they are End User Customers of CLEC. CLEC's End User Customers contacting Qwest will be instructed to contact CLEC, and Qwest's End User Customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party will make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of Local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's End User Customers who call the other Party.

10.1   In the event Qwest terminates Service to CLEC for any reason, CLEC will provide any and all necessary notice to its End User Customers of the termination. In no case will Qwest be responsible for providing such notice to CLEC's End User Customers.

11.   **Default and Breach.** 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 continues for thirty (30) Days after written notice thereof, the other Party may terminate this Agreement and seek relief in accordance with the Dispute Resolution provision, or any remedy under this Agreement.

12.   **Limitation of Liability.**

12.1   CLEC's exclusive remedies for claims under this Agreement are limited to CLEC's proven direct damages unless CLEC's damages are otherwise limited by this Agreement to outage credits or other service credits, in which case Qwest's total liability will not exceed the aggregate amount of any applicable credits due.

12.2   Neither Party shall be liable to the other for indirect, incidental, consequential, exemplary, punitive, 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.

12.3   Nothing contained in this Section shall limit either Party's liability to the other for willful misconduct, provided that, a Party's liability to the other Party pursuant to the foregoing exclusion, other than direct damages, will be limited to a total cap equal to one hundred per cent (100%) of the annualized run rate of total amounts charged by Qwest to CLEC under the Agreement.

12.4   Nothing contained in this Section 12 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 12 limit a Party's liability for failing to make any payment due under this Agreement.

13.   **Indemnity.**

13. 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:

A.   Each Party (the Indemnifying Party) 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.

B.   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 gross negligence or willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

13.2   The indemnification provided herein is conditioned upon:

A.   The Indemnified Party will promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party will 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.

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 5 of 11

B. If the Indemnifying Party wishes to defend against such action, it will give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party has 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 has 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 will be available to the other Party with respect to any such defense.

C. In no event will the Indemnifying Party settle or consent to any judgment for relief other than monetary damages 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.

14. Limited Warranties.

14.1 Each Party will provide suitably qualified personnel to perform this Agreement and all Services hereunder in a good and workmanlike manner and in material conformance with all Applicable Laws.

14.2 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, QWEST SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SERVICE PROVIDED HEREUNDER. QWEST SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES; INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

15. Relationship.
Except to the limited extent expressly provided in this Agreement neither Party has the authority to bind the other by contract or otherwise or make any representations or guarantees on behalf of the other or otherwise act on the other's behalf; and the relationship arising from this Agreement does not constitute an agency, joint venture, partnership, employee relationship, or franchise.

16. Assignment.

16.1 CLEC may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Notwithstanding the foregoing and subject to the prior credit review, submission of appropriate legal documentation (including, but not limited, to any appropriate Secretary of State or other filings or documents specified by Qwest and approval by Qwest of CLEC's proposed assignee, CLEC may assign this Agreement without prior written consent of Qwest to any Affiliate, successor through merger, or acquirer of substantially all of its assets; and Qwest may assign this Agreement without prior written consent to any Affiliate, successor through merger, or acquirer of substantially all of its business assets; provided that in all cases the assignee of CLEC or Qwest, as applicable, acknowledge in writing its assumption of the obligations of the assignor hereunder. Any attempted assignment in violation hereof is of no force or effect and is void. Without limiting the generality of the foregoing, this Agreement will be binding the Parties' respective successors and assigns.

16.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that CLEC serves in whole or in part through Services provided by Qwest under this Agreement, Qwest will ensure that the transferee serve as a successor to and fully perform all of Qwest's responsibilities and obligations under this Agreement for a period of ninety (90) Days from the effective date of such transfer or until such later time as the FCC may direct pursuant to the FCC'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 will use best efforts to facilitate discussions between CLEC and the transferee with respect to transferee's assumption of Qwest's obligations after the above-stated transition period pursuant to the terms of this Agreement.

17. Reporting Requirements.
If reporting obligations or requirements are imposed upon either Party by any third party or regulatory agency in connection with either this Agreement or the Services, including use of the Services by CLEC or its End Users, the other Party agrees to assist that Party in complying with such obligations and requirements, as reasonably required by that Party.

18. Survival.
The expiration or termination of this Agreement does not relieve either Party of those obligations that by their nature are intended to survive.

19. Confidentiality/ Nondisclosure.

19.1 Neither Party will, without the prior written consent of the other Party issue any public announcement regarding, or make any other disclosure of the terms of, this Agreement; or disclose or use (except as expressly permitted by, or required to achieve the purposes of, this Agreement) the Confidential Information of the other Party. However, a Party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under this Agreement, provided that the disclosing Party gives the non-disclosing Party reasonable prior written notice. Notwithstanding the foregoing, if reporting or filing obligations or requirements are imposed upon either Party by any regulatory agency in connection with this Agreement, the other Party agrees to assist the disclosing Party in complying with such obligations and requirements, as reasonably required by the disclosing Party.

19.2 All Confidential Information will remain the property of the disclosing Party. A Party who receives Confidential Information via an oral communication may request written confirmation that the material is Confidential Information. A Party who delivers Confidential Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Confidential Information. Each Party has the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party will, from that time forward, treat such information as Confidential Information.

19.3 Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

19.4 Each Party will keep all of the other Party's Confidential Information confidential and will disclose it on a need to know basis only. Each Party will use the other Party's Confidential Information only in connection with this Agreement and in accordance with

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 6 of 11

Applicable Law. Neither Party will use the other Party's Confidential Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. If either Party loses, or makes an unauthorized disclosure of, the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

19.5 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Confidential Information provisions of this Agreement 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.

19.6 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 is 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 are not the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but are in addition to all other remedies available at law or in equity.

19.7 Nothing herein should be construed as limiting either Party's rights with respect to its own Confidential Information or its obligations with respect to the other Party's Confidential Information under Section 222 of the Act.

19.8 Nothing in this Agreement shall prevent either Party from disclosing this Agreement or the substance thereof to any third party after its execution.

20. Waiver. Except as otherwise provided herein, neither Party's failure to enforce any right or remedy available to it under this Agreement will be construed as a waiver of such right or a waiver of any other provision hereunder.

21. Regulatory Approval. Each Party reserves its rights with respect to whether this Agreement is subject to Sections 251 and 252 of the Act. In the event the FCC, a state commission or any other governmental authority or agency rejects or modifies any material provision in this Agreement, either Party may immediately upon written notice to the other Party terminate this Agreement. If a Party is required by a lawful, binding order to file this Agreement or a provision thereof with the FCC or state regulatory authorities for approval or regulatory review, the filing Party shall provide written notice to the other Party of the existence of such lawful, binding order so that the other Party may seek an injunction or other relief from such order. In addition, the filing Party agrees to reasonably cooperate to amend and make modifications to the Agreement to allow the filing of the Agreement or the specific part of the Agreement affected by the order to the extent reasonably necessary.

22. Notices. Any notices required by or concerning this Agreement will be in writing and will be sufficiently given if delivered personally, delivered by prepaid overnight express service, sent by facsimile with electronic confirmation, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and CLEC at the addresses shown on the cover sheet of this Agreement.

23. Force Majeure. 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.

24. Governing Law. Colorado state law, without regard to choice-of-law principles, governs all matters arising out of, or relating to, this Agreement.

25. Dispute Resolution.

25.1 The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of, or relating to, this Agreement. Either Party may give written notice to the other Party of any dispute not resolved in the normal course of business. Each Party will within seven (7) Days after delivery of the written notice of dispute, designate a director 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 will be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations will be treated as Confidential Information developed for purposes of settlement, and will be exempt from discovery and production, and are not admissible in any subsequent proceedings without the concurrence of both Parties.

25.2 If the designated representatives have not reached a resolution of the dispute within fifteen (15) Days after the written notice (or such longer period as agreed to in writing by the Parties), then either Party may commence a civil action in a court with proper jurisdiction.

25.3 Waiver of Jury Trial and Class Action. Each Party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a trial by jury and any right to pursue any claim or action arising out of or relating to this Agreement on a class or consolidated basis or in a representative capacity.

25.4 No cause of action regardless of the form of action, arising out of, or relating to this Agreement, may be brought by either Party more than two (2) years after the cause of action arises.

26. Headings. The headings used in this Agreement are for convenience only and do not in any way limit or otherwise affect the meaning of any terms of this Agreement.

27. Authorization. Each Party represents and warrants that:

A. the full legal name of the legal entity intended to provide and receive the benefits and Services under this Agreement is accurately set forth herein;

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ-CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 7 of 11

B. the person signing this Agreement has been duly authorized to execute this Agreement on that Party's behalf;

C. the execution hereof is not in conflict with law, the terms of any charter, bylaw, articles of association, or any agreement to which such Party is bound or affected; and

D. each Party may act in reliance upon any instruction, instrument, or signature reasonably believed by it to be authorized and genuine.

28.   Third Party Beneficiaries. The terms, representations, warranties and agreements of the Parties set forth in this Agreement are not intended for, nor will they be for the benefit of or enforceable by, any third party (including, without limitation, Customer's Affiliates and End Users).

29.   Insurance. Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from its operations for which that Party has assumed legal responsibility in this Agreement. If a Party or its parent company has assets equal to or exceeding $10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the $10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section, to the extent its affiliated Party fails to meet such obligations.

29.1   Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than $100,000 each accident.

29.2   Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than $1,000,000 each occurrence and $2,000,000 general aggregate limit.

29.3   "All Risk" Property coverage on a full replacement cost basis insuring all of such Party's personal property situated on or within the Premises.

29.4   Each Party may be asked by the other to provide certificate(s) of insurance evidencing coverage, and thereafter shall provide such certificate(s) upon request. Such certificates shall:

A. name the other Party as an additional insured under commercial general liability coverage;

B. provide thirty (30) Days prior written notice of cancellation of, material change or · exclusions in the policy(s) to which certificate(s) relate;

C. indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by such Party; and

D. acknowledge severability of interest/cross liability coverage.

30.   Communications Assistance Law Enforcement Act of 1994. Each Party represents and warrants that any equipment,

facilities or Services provided to the other Party under this Agreement comply with the CALEA. Each Party will indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and will 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.

31.   Entire Agreement. This Agreement (including all Attachments, Rate Sheets, and other 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, including but not limited to, any term sheet or memorandum of understanding entered into by the Parties, to the extent they relate in any way to the subjects of this Agreement. Notwithstanding the foregoing, certain elements used in combination with the Service provided under this Agreement are provided by Qwest to CLEC under the terms and conditions of ICAs and/or SGATs, where CLEC has opted into an SGAT as its Interconnection Agreement ("ICA"), and nothing contained herein is intended by the Parties to amend, alter, or otherwise modify those terms and conditions.

32.   Proof of Authorization.

32.1   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.

32.2   Each Party will make POAs available to the other Party upon request. In the event of an allegation of an unauthorized change or unauthorized service in accordance with all Applicable Laws and rules, the Party charged with the alleged Infraction shall be responsible for resolving such claim, and it shall indemnify and hold harmless the other Party for any losses, damages, penalties, or other claims in connection with the alleged unauthorized change or service.

33.   General Terms

33.1   Qwest will provide general repair and maintenance services on its facilities, including those facilities supporting Services purchased by CLEC under this Agreement, at a level that is consistent with other comparable services provided by Qwest.

33.2   In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in transmission parameters that are within transmission limits of the Service ordered by CLEC. Qwest will provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules.

33.3   Network Security.

A. Protection of Service and Property. Each Party will 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., but in no case less than a commercially reasonable degree of care.

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 8 of 11

B. Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide Service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

C. The Parties' networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

D. Qwest shall not be liable for any losses, damages or other claims, including, but not limited to, uncollectible or unbillable revenues, resulting from accidental, erroneous, malicious, fraudulent or otherwise unauthorized use of Services or facilities ('Unauthorized Use"), whether or not such Unauthorized Use could have been reasonably prevented by Qwest, except to the extent Qwest has been notified in advance by CLEC of the existence of such Unauthorized Use, and fails to take commercially reasonable steps to assist in stopping or preventing such activity.

33.4. Construction. Qwest will provide necessary construction only to the extent required by Applicable Law.

33.5. Individual Case Basis Requests. CLEC may request additional Services not specified in this Agreement and Qwest will consider such requests on an Individual Case Basis ("ICB").

33.6. Responsibility For Environmental Contamination.

A. 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:

1. any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the work locations; or

2. the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

B. In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to CLEC by Qwest to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and

safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

June 18, 2008/kcd/MClmetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 9 of 11

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"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.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Applicable Law" means all laws, statutes, common law including, but not limited to, the Act, the regulations, rules, and final orders of the FCC, a state regulatory authority, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or a state regulatory authority.

"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.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers under Section 229 of the Act.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature and that: (a) the receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing Party; and/or (b) is of such a nature that the receiving Party should reasonably understand that the disclosing Party desires to protect such information against unrestricted disclosure. Confidential Information will not include information that is in the public domain through no breach of this Agreement by the receiving Party or is already known or is independently developed by the receiving Party.

"Customer" means the Person purchasing a Telecommunications Service or an information service or both from a Carrier.

"Day" means calendar days unless otherwise specified.

"Demarcation Point" is defined as the point at which the LEC ceases to own or control Customer Premises wiring including without limitation inside wiring.

"Directory Assistance Database" contains only those published and non-listed telephone number listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Due Date" means the specific date on which the requested Service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"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.

"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.

"FCC" means the Federal Communications Commission.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"Line Information Database" or "LIDB" stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), Billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, Billing or service restrictions and the sub-account information to be included on the call's Billing record. Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia's TR-NWP-000029, Section 10).

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine, computer, or similar customer device).

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of Commercial Mobile Radio Service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in a Qwest Central Office and the Loop Demarcation Point at an End User Customer's Premises

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

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 10 of 11

"Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in the Rate Sheet, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges shall be contained in or referenced in the Rate Sheet.

"Network Element" is a facility or equipment used in the provision of Telecommunications Service or an Information service or both. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service or an information service or both, as is more fully described in the Agreement.

"Operational Support Systems" or "OSS" mean pre-ordering, Provisioning, maintenance, repair and billing systems.

"Order Form" means service order request forms issued by Qwest, as amended from time to time.

"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.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

"Proof of Authorization" or "POA" shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider and may take the form of a third party verification format.

"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 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 North American Numbering Plan in connection with the provision of switched services.

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

"Shared Transport" is defined as local interoffice transmission facilities shared by more than one Carrier, including Qwest, between End Office Switches, between End Office Switches and Tandem Switches (local and Access Tandem Switches), and between Tandem Switches within the Local Calling Area, as described more fully in the Agreement.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Traffic," as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

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

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

"Telecommunications Services" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating Service of the character ordinarily furnished by a single exchange, and which is covered by the exchange Service charge, or comparable Service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"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.

Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act or elsewhere in the Agreement, 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.

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 11 of 11

1.0   Qwest will provide Qwest Local Services Platform® ("QLSP®") Services according to the following terms and conditions. Except as set forth in this Attachment, capitalized terms have the definitions assigned to them in the Agreement. CLEC may use QLSP Services to provide any Telecommunications Services, information services, or both that CLEC chooses. Anything to the contrary in this Agreement notwithstanding, Qwest agrees that the QLSP Services provided hereunder shall be the functional and operational equivalent of the QPP services provided to CLEC under the QPP Agreement.

1.1   **General QLSP Service Description.**

1.1.1   QLSP Services consist of Local Switching and Shared Transport in combination. Qwest Advanced Intelligent Network ("AIN") Services, e.g., remote access forwarding, and Qwest Voice Messaging Services ("VMS") may also be purchased with compatible QLSP Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CLEC to combine the QLSP Services with a compatible voicemail product and stutter dial tone. Qwest will provide access to 911 emergency services and directory listings in accordance with the terms and conditions of CLEC's interconnection agreements ("ICAs"). As part of the QLSP Service, Qwest combines the Network Elements that make up QLSP Service with analog/digital capable Loops, with such Loops (including services such as line splitting) being provided in accordance with the rates, terms and conditions of the CLEC's ICAs. CLEC may also purchase Qwest Commercial High Speed Internet (HSI) Service (also known as Qwest Digital Subscriber Line® (DSL)), under a separate Services agreement, to be used with compatible QLSP Service.

1.1.2   QLSP Service is available in six different service arrangements, each of which is described more fully below: QLSP Residential; QLSP Business; QLSP Centrex (including Centrex 21, Centrex Plus, and in Minnesota only Centron); QLSP ISDN BRI; QLSP Public Access Lines ("PAL"); QLSP PBX Analog DID and non-DID (one way and two way) trunks.

1.1.3   Nothing in this Agreement precludes Qwest from withdrawing availability of comparable, functionally equivalent services from its retail end user customers. In the event of such withdrawal or discontinuation, Qwest may also withdraw availability of the equivalent QLSP Service.

1.2   **Combination of QLSP Service with Loops.** Except as described below in Sections 1.2.1 and 9 of this Attachment 2, the Loop will be provided by Qwest under the applicable ICAs in effect between Qwest and CLEC at the time the order is placed. As part of the QLSP Service, Qwest will combine the Local Switching and Shared Transport Network Elements with the Loop.

1.2.1   Pursuant to the order issued by the FCC pertaining to the availability of Unbundled Network Element ("UNE") Loops under Section 251(c)(3) of the Act in its *Report and Order Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No.

04-223, (effective September 16, 2005) ("OFO"), Qwest will provide to CLEC the Loop element of QLSP Services purchased in the following nine Omaha Nebraska Wire Centers under the terms and conditions of this Section 9 below rather than under the terms of the applicable ICA at rates provided in the Rate Sheet: Omaha Douglas; Omaha Izard Street; Omaha 90th Street; Omaha Fort Street; Omaha Fowler Street; Omaha O Street; Omaha 78th Street; Omaha 135th Street; and Omaha 156th Street.

1.2.2   The following QLSP Service types will be combined with 2-wire loops: QLSP Business; QLSP Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota Only; QLSP ISDN BRI; QLSP PAL; QLSP PBX Analog non-DID and 1-Way DID Trunks; and QLSP Residential.

1.2.3   QLSP PBX Analog 2-Way DID Trunks will be combined with 4 wire loops.

1.3   **Local Switching.** The Local Switching Network Element ("Local Switching") is collectively the Line Side and Trunk Side facilities in the local serving Qwest end office Switch which provides the basic switching function, the port, plus the features, functions, and capabilities of the switch including all compatible, available, and loaded vertical features, e.g., anonymous call rejection, that are loaded in that switch. Vertical features are software attributes on end office Switches and are listed on the Qwest wholesale website. Qwest signaling is provided with Local Switching solely as described in Section 1.4.2 of this Attachment. The following Local Switching ports are available with QLSP Service: Analog Line Ports, Digital Line Ports Supporting Basic Rate Interface—Integrated Services Digital Network ("BRI ISDN"), and Analog Trunk Ports.

1.3.1   **Analog Line Port.** Line Port attributes include: telephone number; dial tone; signaling (Loop or ground start); on/off hook detection; audible and power ringing; Automatic Message Accounting (AMA Recording); and blocking options.

1.3.2   **Digital Line Port Supporting BRI ISDN.** BRI ISDN is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.3.3   **Analog Trunk Port.** DS0 analog trunk Ports can be configured as DID, DOD, and two-way.

1.3.3.1   Analog trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

1.3.3.2   All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are

June 18, 2008/kcd/MClmetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

1

converted at the End User Customer's location.

1.3.3.3. Two-way analog DID trunks are capable of initiating out going calls, and may be equipped with either rotary or touch-tone (DTMF) for this purpose. When the trunk is equipped with DID call transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

1.3.3.4 Two-way analog DID trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a special assembly request via ICB.

1.3.4 Usage. Local Switching Usage is billed on a Minute of Use ("MOU") basis as described within this Attachment. Rates for "Local Switch Usage" or "Local Switch MOUs" are provided in the QLSP Rate Sheet. The Parties acknowledge that the Local Switching Usage MOU for Minnesota and Utah is $0.0000.

1.4   Vertical Features and Ancillary Functions and Services.

1.4.1   QLSP Service includes nondiscriminatory access to all vertical features that are loaded in the Local serving Qwest end office switch.

1.4.2   Local Switching includes use of Qwest's signaling network (ISUP call set-up) solely for Local Traffic. "Local Traffic" and "Local Calls" means calls that originate and terminate within the Local Calling Area as defined in the Qwest tariff. Qwest will provide service control points in the same manner, and via the same signaling links, as Qwest uses such service control points and signaling links to provide service to its End User Customers served by that switch. Qwest's call related databases include the Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC will not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. Local Switching does not include use of Qwest's signaling network for Toll Traffic. "Toll Traffic" and "Toll Calls" means intra local access and transport area ("LATA") or interLATA calls that originate and terminate outside of the Local Calling Area as defined in the Qwest tariff. For all Toll Traffic originated by or terminated to CLEC's QLSP End User Customer, Qwest may bill applicable SS7 tariff charges, including SS7 message charges (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP)], to the Interexchange Carrier (IXC) or other wholesale SS7 provider.

1.4.3   ICNAM and LIDB. CLEC will have non-discriminatory access to Qwest's LIDB database and ICNAM database as part of the delivery of QLSP Service.

1.4.4   The LIDB database contains the following data: various telephone line numbers and special billing number (SBN) data; originating line (calling number); billing number and terminating line (called number) information; calling card

validation; fraud prevention; Billing or service restrictions; sub-account information to be included on the call's Billing record; and calling card, billed to third number, and collect call information used in processing Alternately Billed Services (ABS).

1.4.5   The ICNAM database is used with certain end office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in Qwest's calling name delivery service arrangement.

1.4.6   Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery is not blocked or otherwise limited by the calling party or other appropriate request).

1.4.7   For CLEC's QLSP End User Customers, Qwest will load and update CLEC's QLSP End User Customers' name information into the LIDB and ICNAM databases from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

1.4.8   Qwest will exercise reasonable efforts to provide accurate and complete LIDB and ICNAM information. The information is provided on an as-is basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same database for CLEC's QLSP End User Customers as Qwest accesses for its own End User Customers. Qwest will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by CLEC.

1.4.9   Qwest will not charge CLEC for the storage of CLEC's QLSP End User Customers' information in the LIDB or ICNAM databases.

1.5   Shared Transport and Toll.

1.5.1   **Shared Transport.** The Shared Transport Network Element ("Shared Transport") provides the collective interoffice transmission facilities shared by various Carriers (including Qwest) between end-office switches and between end-office switches and local tandem switches within the Local Calling Area. Shared Transport uses the existing routing tables resident in Qwest switches to carry the End User Customer's originating and terminating local/extended area service ("EAS") interoffice Local traffic on the Qwest interoffice message trunk network. CLEC traffic will be carried on the same transmission facilities between end-office switches, between end-office switches and tandem switches, and between tandem switches on the same network facilities that Qwest uses for its own traffic. Shared Transport does not include use of tandem switches or transport between tandem switches and end-office switches for Local Calls that originate from end users served by non-Qwest Telecommunications Carriers ("Carrier(s)") which terminate to QLSP End Users.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

2

1.5.2 Originating Toll Calls from, and terminating Toll Calls to, QLSP End Users will be delivered to/from the designated IXCs from the Qwest end-office switches and access tandems. Use of access tandem switches are not included in this Agreement and access tandem charges, if any, may be billed by Qwest to the IXC(s) under the applicable access tariff.

1.5.3 **IntraLATA and InterLATA Carrier Designation.** QLSP includes the capability for selection of the interLATA and intraLATA Toll provider(s) on a 2-Primary Interexchange Carrier (PIC) basis. CLEC will designate the PIC assignment(s) on behalf of its End User Customers for interLATA and intraLATA Services. All CLEC initiated PIC changes will be in accordance with all Applicable Laws, rules and regulations. Qwest will not be liable for CLEC's improper PIC change requests.

1.5.4 **Qwest IntraLATA Toll Local Primary Interexchange Carrier ("LPIC") 5123.** Qwest does not authorize CLEC to offer, request, or select Qwest LPIC 5123 service to CLEC's End User Customers for intraLATA toll service with any QLSP Service in any state. In the event CLEC assigns the Qwest LPIC 5123 to CLEC's End User Customers, Qwest will bill CLEC and CLEC will pay Qwest the rates contained or referenced in the attached Rate Sheet.

1.5.5 Usage Shared Transport is billed on a MOU basis as described within this Attachment. Rates for "Shared Transport Usage" or "Shared Transport MOUs" are provided in the QLSP Rate Sheet.

1.6 **QLSP Service Arrangement Descriptions.**

1.6.1 **QLSP Business** is available to CLEC for CLEC's business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.2 **QLSP Centrex** is available to CLEC for CLEC's business End User Customers. QLSP Centrex Services include Centrex 21, Centrex Plus, and in Minnesota, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

   1.6.2.1 CLEC may request a conversion from Centrex 21, Centrex-Plus or Centron service to QLSP Business or QLSP Residential. The Conversion NRC(s) provided in the Rate Sheet will apply.

   1.6.2.2 Qwest will provide access to Customer Management System (CMS) with QLSP-Centrex at the rates set forth in the Rate Sheet.

1.6.3 **QLSP ISDN BRI** is available to CLEC for CLEC's End User Customers and is the combination of a Digital Line Side Port (supporting BRI ISDN), and Shared Transport provided under this Agreement with a Basic Rate ISDN capable Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.4 **QLSP PAL** is available to CLEC for only CLEC's Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.5 **QLSP PBX** is available to CLEC for CLEC's business End User Customers.

   1.6.5.1 PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

   1.6.5.2 PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under this Agreement with an Analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

   1.6.5.3 PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under this Agreement with an Analog – 4 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.6 **QLSP Residential** is available to CLEC for CLEC's residential End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement. QLSP Residential may be ordered and provisioned only for residential End User Customer application. The definition of residential service is the same as in Qwest's retail tariffs as applied to Qwest's End User Customers.

   1.6.6.1 In order for CLEC to receive QLSP Residential rates via the monthly Residential End User Credit provided in the Rate Sheet, CLEC must identify residential end users by working telephone number (WTN) utilizing the LSR process as described in the Qwest wholesale website.

2.0 **Additional Terms and Conditions and Service Features.**

2.1 Qwest does not warrant the availability of facilities at any serving wire center. QLSP Services will not be available if facilities are not available. Qwest represents and warrants that it will not otherwise restrict facilities eligible to provide QLSP Service and that any and all facilities that would otherwise be available for retail service to a Qwest End User Customer will be considered eligible for use by CLEC for

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

3

QLSP Service to serve that same End User Customer. QLSP Services will not be subject to any line limitations.

2.2 **Loop Start ("LPS") to Ground Start ("GST") and GST to LST Changes ("LPS/GST Change")** are available with QLSP Services. POTS Services, e.g., a QLSP Centrex 21 line, can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise, Qwest provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange ("PBX") type services. LPS/GST Changes allow the CLEC to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the Qwest Wholesale website.

2.2.1 The Subsequent Order Charge provided in the QLSP Rate Sheet and the Qwest retail Tariff nonrecurring charge ("NRC") for LPS/GST Changes, less an 18% wholesale discount, will be added to service orders requesting LPS/GST Changes.

2.3 **Daily Usage Feed (DUF).** Qwest will provide to CLEC certain originating and terminating call records ("usage information") generated by CLEC's QLSP end user via a DUF.

2.3.1 Qwest shall provide to MCI usage information within Qwest's control with respect to calls originated by or terminated to CLEC QLSP End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers. Without limiting the generality of the foregoing, Qwest shall provide MCI with the Daily Usage Feed billing information.

2.3.2 Qwest will provide to CLEC usage information necessary for CLEC to bill for interLATA and intraLATA exchange access to the IXC (excluding Qwest where it is the intraLATA Toll provider) in the form of the actual usage for this information, as such billing is described and allowed under section 3.7 of this Attachment. These exchange access records will be provided as Category 11 EMI records via the DUF.

2.3.3 Qwest will provide DUF records for the following: all usage occurrences billable to CLEC's QLSP lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI); originating local usage; usage sensitive CLASS features; and Qwest-provided intraLATA toll.

2.3.4 Local Call usage records will be provided as Category 01 or Category 10 EMI records via the DUF. Terminating Local Call usage records are not collected or available and will not be provided.

2.4 Feature and interLATA or intraLATA PIC changes or additions for QLSP, will be processed concurrently with the QLSP order as specified by CLEC.

2.5 Access to 911/E911 emergency Services for CLEC's End User Customers will be available in accordance with CLEC's ICAs. If Qwest is no longer obligated to provide access to 911/E911 emergency services in accordance with 47 U.S.C. §251, Qwest will then provide such services under this

Agreement with respect to all CLEC QLSP Service End User Customers and new QLSP Service End User Customers, to the same degree and extent that 911/E911 emergency services were provided by Qwest prior to the elimination of 911/E911 emergency services as an obligation under 47 U.S.C. §251.

2.6 Qwest AIN and VMS are offered on a commercial basis and may be purchased with QLSP at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with QLSP.

2.7 If Qwest develops and deploys new local switch features for its End User Customers, those switch features will be available in the same areas and subject to the same limitations with QLSP Service. The rates that Qwest charges for such new local switch features will not in any case be higher than the retail rate Qwest charges.

2.8 Nothing in this Agreement alters or affects CLEC's right to receive any applicable universal service subsidy or other similar payments.

2.9 CLEC-branded Operator Services and Directory Assistance Services are provided under the terms and conditions of CLEC's ICAs.

3.0 **Rates and Charges.**

3.1 The recurring ("MRC") and NRC rates for QLSP Services and all associated QLSP applicable usage-based rates and miscellaneous charges are set forth or incorporated by reference into the attached QLSP Rate Sheets. Rates for QLSP Services are in addition to the applicable rates for elements and Services provided under CLEC's ICAs. Qwest's tariffs and other agreements govern intercarrier charges and compensation rates such as access charges, reciprocal compensation, and other charges for elements and services; and nothing in this Agreement is intended to change or amend existing intercarrier compensation arrangements between CLEC and Qwest.

3.2 **QLSP rates Effective Date through Term.** Starting on the Effective Date of the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheet. The MRCs for the switch port will be adjusted annually, effective January 1 of each year through the term of the Agreement. CLEC is eligible for and will receive discounts on the Basic Plan switch port MRCs if it meets the volume plans described below. Discounts are not cumulative and Qwest will apply the highest discount rate to which CLEC is entitled. Basic Plan MRCs will apply if CLEC does not qualify for any discount.

3.2.1 **80% Year Over Year ("YOY") Volume Retention Plan:** If the number of CLEC's QLSP total lines (Working Telephone Numbers {WTNs}) as of October 31 of each year equals or exceeds 80% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year, CLEC will be entitled to a 5% discount off of the Business Port and a 1% discount off of the Residential Port MRCs applicable during the next calendar year.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

4

3.2.2   **90% YOY Volume Retention Plan:** If the number of CLEC's QLSP total lines as of October 31 of each year equals or exceeds 90% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year, CLEC will be entitled to a 10% discount off of the Business Port and a 2% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.3   **110% YOY Volume Growth Plan:** If the number of CLEC's QLSP total lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 20% discount off of the Business Port and a 4% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.4   **120% YOY Volume Growth Plan:** If the number of CLEC's total QLSP lines as of October 31 of each year equals or exceeds 120% of the sum of CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 30% discount off of the Business Port and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.5   **135% YOY Volume Growth Plan:** If the number of CLEC's total QLSP lines as of October 31 of each year equals or exceeds 135% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 35% discount off of the Business Port and a 8% discount off of the Residential Port MRCs applicable during the next calendar year.

3.3   For purposes of counting CLEC's total QLSP lines in section 3.2 as of October 31 of each year, Qwest will include all QLSP lines and all Qwest Platform Plus™ ("QPP™") lines, if any, from the previous year. For example, to determine 2008 QLSP rates, Qwest will use the total number of CLEC's QLSP lines as of October 31, 2007 compared to CLEC's total number of QLSP lines as of October 31, 2006 in order to calculate CLEC's discount eligibility on January 1, 2008.

3.4   Except as otherwise provided here within, the Loop element combined with a QLSP Service will be provided in accordance with CLEC's ICAs with Qwest at the rates set forth in those ICAs.

3.4.1   **Loops provided under this Agreement.** Upon sixty (60) Days notice via the standard commercial notification process, Qwest may change monthly recurring charges for the Omaha, Nebraska Loop elements provided under this Agreement.

3.5   CLEC will be responsible for billing its QLSP End User Customers for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

3.6   CLEC will pay Qwest the PIC change charge associated with CLEC End User Customer changes of interLATA or intraLATA Carriers. Any change in CLEC's End User Customers' interLATA or intraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

3.7   **Intercarrier Compensation.** Except as specifically described in this Section, this Agreement does not change or amend applicable intercarrier compensation arrangements (including but not limited to Switched Access, Signaling, or Transit charges) between any parties, including between Qwest and Carriers or IXCs.

3.7.1   **Switched Access.** For QLSP End User Customer(s), Qwest will not charge to or collect from the IXC usage based end office and loop Switched Access charges (such as Switched Access Tandem Switching, Switched Access Local Switching, End Office Shared Port, Tandem Transmission and Carrier Common Line) for InterLATA or IntraLATA Toll Calls originating or terminating from that QLSP End User Customer's line to an IXC.

3.7.2   **Signaling.** Qwest retains its rights to charge IXCs for signaling usage (ISUP Signal Formulation, ISUP Signal Transport, and ISUP Signal Switching, as well as LIDB, ICNAM and 8XX) associated with interLATA and intraLATA Toll Calls originated by or terminated to a QLSP End User under the applicable Tariff.

3.7.3   **Transit.** For any call originated by an end user served by a facilities-based Carrier that routes through Qwest's network and which terminates to a QLSP End User and for which Qwest has not billed CLEC for Local Switch Usage per MOU and Shared Transport per MOU charges related to such transited call, Qwest retains its rights to bill the originating Carrier Transit charges for that call under the originating Carrier's Agreement.

3.7.4   **Other.** It is Qwest's position that Qwest retains its rights to bill IXCs or other Carriers, as applicable, any and all other access charges and assessments not expressly addressed in this section, including but not limited to flat rated transport charges, in accordance with the applicable Tariff.

3.8   **Local Switching Usage and Shared Transport Minute of Use (MOU)** This section describes the use of the Qwest network for different call types originated by or terminated to QLSP End Users. This section does not effect Qwest's rights to charge IXCs for signaling as described in Section 1.4.2 of this Attachment.

3.8.1   **Originating · IntraOffice Local Calls** - This originating Local Call requires switching by the local serving Qwest end office. Switch only. When this call type is originated by a QLSP End User, Local Switch Usage charges provided in the QLSP Rate Sheet will apply. For these call types that also terminate to an end user served by a Carrier, Qwest may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA. Nothing in the immediately preceding sentence is intended to affect what Qwest may charge CLEC for QLSP under this Agreement.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

5

3.8.2 **Originating InterOffice Local Calls.** This originating Local Call requires switching by the local serving Qwest end office and other interoffice switching for Local traffic. When this call type is originated by a QLSP end user, Local Switch Usage per MOU and Shared Transport per MOU charges provided in the Rate Sheet will apply. For these call types that also terminate to an end user served by a non-Qwest Carrier, Qwest may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA. Nothing in the immediately preceding sentence is intended to affect what Qwest may charge CLEC for QLSP under this Agreement.

3.8.3 **Originating IXC Toll Calls.** This originating Toll Call requires switching by the local serving Qwest end office. If the QLSP End User's selected IXC does not have direct trunking to the local serving Qwest end office, Shared Transport is required to deliver that call to the Access Tandem for delivery to the IXC. When this call type is originated by a QLSP end user, Local Switch Usage provided in the QLSP Rate Sheet applies. Additionally if, Shared Transport is necessary to deliver the call to the Access Tandem, Shared Transport Usage charges provided in the QLSP Rate Sheet will apply. For these call types that require Shared Transport, Qwest retains its rights to bill the IXC for Tandem elements under the Tariff.

3.8.4 **Terminating IntraOffice and InterOffice Local Calls.** This terminating Local Call requires switching by the local serving Qwest end office and in certain instances other interoffice switching within the Local Calling area. When a call is terminated to a QLSP end user, no charges will apply under QLSP. For these call types that originate from an end user served by a Carrier, Qwest retains its rights to bill that Carrier certain Transit charges as described in Section 3.7 above.

3.8.5 **Terminating IXC Toll Calls.** This terminating Toll Call always requires switching by the local serving Qwest end office. If the originating caller's IXC does not have direct trunking to the QLSP end user's local serving Qwest end office switch, Shared Transport is required to terminate the call to the receiving QLSP end user. When this call type is terminated to a QLSP end user, Local Switch Usage charges provided in the Rate Sheet will apply. Additionally if, Shared Transport is necessary to deliver the call to the QLSP end user from the access tandem, Shared Transport Usage charges provided in the Rate Sheet will apply. For these call types that require Shared Transport, Qwest retains its rights to bill the IXC for Tandem elements under the Tariff.

3.8.6 **Originating Toll Calls when Qwest Corporation LPIC 5123 is the IntraLATA Toll provider.** See Section 1.5.4 above.

3.9 Intentionally Omitted.

3.10 QLSP Services have a one-month minimum service period requirement for each CLEC End User Customer. The one-month minimum service period is the period of time that CLEC is required to pay 100% of the MRC for the Service even if CLEC does not retain Service for the entire month. QLSP Services are billed month to month and will after the

one month minimum service period is satisfied be pro-rated for partial months based on the number of days Service was provided.

3.11 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing suspension or Service, denying or restoring service, adding, removing or changing features, and other similar requests.

4.0 **Systems and Interfaces.**

4.1 Qwest and CLEC will support use of current OSS interfaces and OSS business rules for QLSP, including electronic ordering and flow, as the same may evolve over time.

4.2 QLSP Services are ordered utilizing the LSR process as described in the Qwest wholesale website.

4.3 Prior to placing an order on behalf of each End User Customer, CLEC will be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

4.4 When Qwest or another provider of choice, at the End User Customer's request, orders the discontinuance of the End User Customer's existing service with CLEC, Qwest will render its closing bill to CLEC effective with the disconnection. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to Qwest or another service provider. Qwest will not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

4.5 The Parties will provide each other with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

5.0 Qwest will bill CLEC, on a monthly basis, within seven to ten Days of the last day of the most recent Billing period, in an agreed upon standard electronic format. Billing Information will include a summary bill, and Individual End User Customer sub-account information. If CLEC needs additional or different billing information in order to properly bill Its End Users or other Carriers (including Qwest), Qwest will work with CLEC in good faith to deliver such information.

6.0 **Maintenance and Repair.**

6.1 Qwest will maintain facilities and equipment that comprise the QLSP Service provided to CLEC. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

6.2 Qwest will provide general repair and maintenance Services on its facilities, including those facilities supporting QLSP Services purchased by CLEC. Qwest will repair and restore any equipment or any other maintainable component that adversely impacts CLEC's use of QLSP Service. Qwest and

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

6

CLEC will cooperate with each other to implement procedures and processes for handling service-affecting events. There will be no charge for the Services provided under this section except as set forth in the Rate Sheet.

7.0 **Commercial Performance Measures and Reporting, Performance Targets and Service Credits (including in Washington, if Washington 7.0 is selected by CLEC as indicated on Signature Page).**

7.1 Each Party will provide suitably qualified personnel to perform its obligations under this Agreement and all QLSP Services in a timely and efficient manner with diligence and care, consistent with the professional standards of practice in the industry, and in conformance with all Applicable Laws and regulations. The QLSP Service attributes and process enhancements are not subject to the Change Management Process ("CMP"). CLEC proposed changes to QLSP Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

7.2 Qwest will provide commercial performance measurements and reporting against established performance targets with QLSP Service. The following performance measurements will apply to QLSP Residential and QLSP Business: (a) Firm Order Confirmations (FOCs) On Time; (b) Installation Commitments Met; (c) Order Installation Interval; (d) Out of Service Cleared within 24 Hours; (e) Mean Time to Restore; and (f)Trouble Rate.

7.3 Commercial measurement definitions, methodologies, performance targets and reporting requirements are attached as Attachment 3. Qwest will provide CLEC with the raw data necessary to allow CLEC to disaggregate results at the state level. Reporting of these performance measures will be applied for activity beginning the first full month of Service after January 1, 2007.

7.4 CLEC will be entitled to service credits only for each instance of a missed installation commitment and each instance of an out of service condition that is not cleared within 24 hours occurring after January 1, 2007. All service credits will be applied automatically by Qwest as credit against CLEC's bill for the billing period following the one in which the credits were accrued. Credits for Services provided under this Agreement will be applied for activity beginning the first full month after January 1, 2007. Any credits or payments related to the Services provided prior to the first full month following January 1, 2007 and in accordance with to CMP, PID, PAP or all other wholesale service quality standards will no longer be applied beginning the first full month after January 1, 2007.

7.4.1 Installation Commitments Met. For each installation commitment that Qwest, through its own fault, fails to meet, Qwest will provide a service credit equal to 100% of the nonrecurring charge for that installation. Qwest will use the state installation nonrecurring charge contained in this Agreement for that order type in calculating the credit. The definition of a "missed installation commitment" and the associated exclusions are described in Attachment 3.

7.4.2 Out of Service Cleared within 24 Hours. For each out-of-service condition that Qwest, through its own fault, fails to resolve within 24 hours, Qwest will provide a service credit equal to one day's recurring charge (monthly recurring charge divided by 30) for each day out of service beyond the first 24 hours. (For example, if the out-of-service condition exists for 25 to 47 hours, CLEC will be entitled to a credit equal to the monthly recurring charge divided by 30. If the out-of-service condition existed for 48 to 71 hours, the credit would equal two times the monthly recurring charge divided by 30).

8.0 **Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) (for Washington only, if Washington 8.0 is selected by CLEC as indicated on Signature Page).**

8.1 If selected by CLEC under the terms and conditions of this Agreement, Qwest will, in Washington only, provide performance measurements, reporting, and remedies compliant with the Washington Performance Indicator Definitions ("PIDs") and the Qwest Washington Performance Assurance Plan ("PAP") for the Services, if eligible, provided under this Agreement. Only in the state of Washington, and only if expressly selected by CLEC under the terms and conditions of this Agreement, does this PID and PAP replace, in their entirety, the Commercial Performance Measures and Reporting, Performance Targets and Service Credits terms and conditions for Services provided under this Agreement outlined in Section 7.0 of this Agreement.

8.2 The PIDs and PAP for Washington in their current form are posted in the Qwest Wholesale PCAT, currently called Negotiations Template Agreement PCAT, under Exhibit B and Exhibit K for Washington, respectively. Those PIDs and that PAP are incorporated by referenced into, and made a part of, this Agreement. Subsequent changes to the PIDs or PAP submitted to the WUTC will be incorporated into the applicable exhibit as soon as they are effective either by operation of law or WUTC order, whichever occurs first and without further amendment to this Agreement.

8.3 To select the Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) option, CLEC must be a certified CLEC under applicable state rules and have elected the PID and PAP under its Washington interconnection agreement with Qwest.

8.4 Eligible QLSP Services will be included in the UNE-P PAP results beginning the first full month following Agreement execution.

8.5 Notwithstanding the dispute resolution provisions in the Agreement, the Parties will resolve any dispute, claim or controversy arising out of, or relating to, the PID and/or PAP under the dispute resolution process described in the PAP.

9..0 **General DS0 Loop Facility Description for Forbearance Wire Centers.** For those wire centers listed in Section 1.2.1 above, Qwest shall provision Loops in accordance with the requirements of this Section 9.

9.1 The DS0 Loop Facility is defined as a transmission

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

7

facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User premises. The DS0 Loop Facility includes all features, functions, and capabilities of such transmission facility.

9.0.1"Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User, owner or landlord ownership of facilities begins.

9.1   Terms and Conditions

9.1.1   Qwest shall provide CLEC, on a non-discriminatory basis, DS0 Loop Facilities, (separate from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End Users.

9.1.2   Analog (Voice Grade) DS0 Loop Facilities. Analog (voice grade) DS0 Loop Facilities are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.1.3   Digital Capable DS0 Loop Facilities – Basic Rate (BRI) ISDN Capable Loop Facilities are transmission paths capable of carrying specifically formatted and line coded digital signals. DS0 Digital Loop Facilities may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems

9.1.4   When CLEC requests a Basic Rate ISDN capable Facility, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable Loop Facility. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the intended service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. The ISDN Capable Loop Facility may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.1.5   Qwest is not obligated to provision DS0 Digital Loop Facilities to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the intended service.

9.1.6   In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to DS0 Loop Facilities and ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

8.1.7   Facilities and lines Qwest furnishes on the premises of CLEC's End User up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection, repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the DS0 Loop Facility service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.1.8   Reuse of Loop Facilities

9.1.8.1   When an End User contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the End User, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.1.8.2   When CLEC contacts Qwest with a request to convert an End User from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.1.8.3.   When CLEC contacts Qwest with a request to convert an End User from Qwest to CLEC, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.1.8.4   Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2   A 2-wire loop will be combined with the following service types: QPP™ Business; QPP™ Centrex (including Centrex 21, and Centrex Plus), QPP™ ISDN BRI; QPP™ PAL; QPP™ PBX Analog non-DID and 1-Way DID Trunks, and; QPP™ Residential.

9.3   A 4 wire loop will be combined with the following QPP™ service type: QPP™ PBX Analog 2-Way DID Trunks.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

8

Qwest Local Services Platform™ (QLSP™) Rate Page - Arizona
January 1, 2007 through Term*

			USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**					
	109.8.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.0008236		
	109.8.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.26		
109.11	**Local Switching Purchased As Part of QLSP™**					
	109.11.1	**Ports, Basic Plan**				
		109.11.1.1 Analog Port		$9.40		
		109.11.1.2 Residential end user credit	LAWUR	($4.56)		1
		109.11.1.3 Effective QLSP™ Residential Analog Port		$4.84		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$17.34		
		109.11.1.5 PBX DID Port		$10.28		
	109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
		109.11.2.1 Analog Port		$8.93		
		109.11.2.2 Analog Port, Residential end user credit	LAWUR	($4.14)		1
		109.11.2.3 Effective QLSP™ Residential Analog Port		$4.79		1
		109.11.2.4 Digital Port (Supporting BRI ISDN)		$17.34		
		109.11.2.5 PBX DID Port		$10.28		
	109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
		109.11.3.1 Analog Port		$8.46		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	($3.72)		1
		109.11.3.3 Effective QLSP™ Residential Analog Port		$4.74		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$17.34		
		109.11.3.5 PBX DID Port		$10.28		
	109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
		109.11.4.1 Analog Port		$7.52		
		109.11.4.2 Analog Port, Residential end user credit	LAWUR	($2.87)		1
		109.11.4.3 Effective QLSP™ Residential Analog Port		$4.65		1
		109.11.4.4 Digital Port (Supporting BRI ISDN)		$17.34		
		109.11.4.5 PBX DID Port		$10.28		
	109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
		109.11.5.1 Analog Port		$6.58		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	($2.03)		1
		109.11.5.3 Effective QLSP™ Residential Analog Port		$4.55		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$17.34		
		109.11.5.5 PBX DID Port		$10.28		
	109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
		109.11.6.1 Analog Port		$6.11		
		109.11.6.2 Analog Port, Residential end user credit	LAWUR	($1.66)		1
		109.11.6.3 Effective QLSP™ Residential Analog Port		$4.45		1
		109.11.6.4 Digital Port (Supporting BRI ISDN)		$17.34		
		109.11.6.5 PBX DID Port		$10.28		
	109.11.7	**Local Switch Usage**				
		109.11.7.1 QLSP™ Residential, Business, and PAL (Per MOU)		$0.00097		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.81000		
	109.11.8	**Switch Features**				2
		109.11.8.1 Account Codes - per system	AZ8PS		$76.60	
		109.11.8.2 Attendant Access Line - per station line	DZR		$1.14	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$0.99	
		109.11.8.4 Authorization Codes - per system	AFYPS		$236.08	
		109.11.8.5 Automatic Line	ETVPB		$0.34	
		109.11.8.6 Automatic Route Selection - Common Equip. per system	F5GPG		$2,062.41	
		109.11.8.7 Call Drop	NA-FID		$0.34	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$0.99	
		109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$0.66	
		109.11.8.10 Call Forwarding Don't Answer - Incoming Only	69A		$37.25	
		109.11.8.11 Call Forwarding: Busy Line / Don't Answer Programmable Svc. Establishment	SEPFA		$15.39	
		109.11.8.12 Call Forwarding: Busy Line/Don't Answer (Expanded)	FVJ, FVJHG		$37.25	
		109.11.8.13 Call Forwarding: Don't Answer	69H, EVD, EVDHG		$37.25	
		109.11.8.14 Call Forwarding: Don't Answer / Call Forward Busy Customer Programmable- Per Line	F5W		$0.99	
		109.11.8.15 Call Waiting Indication - per timing state	WUT		$0.99	
		109.11.8.16 Centrex Common Equipment	HYE, HYS		$1,184.89	
		109.11.8.17 CLASS - Call Trace, Per Occurrence	NO USOC		$2.36	
		109.11.8.18 CLASS - Continuous Redial	NSS		$1.24	
		109.11.8.19 CLASS - Last Call Return	NSQ		$1.25	
		109.11.8.20 CLASS - Priority Calling	NSK		$1.18	
		109.11.8.21 CLASS - Selective Call Forwarding	NCE		$1.24	
		109.11.8.22 CLASS - Selective Call Rejection	NSY		$1.18	
		109.11.8.23 CMS - Packet Control Capability, per System	PTGPS		$477.21	
		109.11.8.24 CMS - System Establishment - Initial Installation	MB6XX		$954.41	
		109.11.8.25 CMS - System Establishment - Subsequent Installation	CPVWO		$477.21	
		109.11.8.26 Conference Calling - Meet Me	MJJPK		$41.72	
		109.11.8.27 Conference Calling - Preset	MO9PK		$41.72	
		109.11.8.28 Direct Station Select / Busy Lamp Field per arrangement	BUD		$0.34	
		109.11.8.29 Directed Call Pickup with Barge-in	6MD		$19.81	
		109.11.8.30 Directed Call Pickup without Barge-in	69D		$19.81	
		109.11.8.31 Distinctive Ring/Distinctive Call Waiting	RNN		$39.60	
		109.11.8.32 Expensive Route Warning Tone- per system with ARS	AQWPS		$70.64	
		109.11.8.33 Facility Restriction Level - per system	FRKPS		$43.46	
		109.11.8.34 Group Intercom	GCN		$0.46	
		109.11.8.35 Hot Line - per line	HLA, HLN		$0.99	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.36 Hunting: Multiposition Hunt Queuing	MH5		$37.90	
109.11.8.37 Hunting: Multiposition with Announcement in Queue	MHW		$37.90	
109.11.8.38 Hunting: Multiposition with Music In Queue	MQHPS		$40.03	
109.11.8.39 ISDN Short Hunt	NHGPG		$1.67	
109.11.8.40 Loudspeaker Paging - per trunk group	PTQPG		$173.41	
109.11.8.41 Make Busy Arrangements - per group	A9AEX, P89		$0.66	
109.11.8.42 Make Busy Arrangements - per line	MB1		$0.66	
109.11.8.43 Message Center - per main station line	MFR		$0.34	
109.11.8.44 Message Waiting Visual	MV5		$0.34	
109.11.8.45 Music On Hold - per system	MHHPS		$22.72	
109.11.8.46 Privacy Release	K7KPK		$0.47	
109.11.8.47 Query Time	QT1PK		$0.34	
109.11.8.48 SMDR-P - Archived Data	SR7CX		$174.16	
109.11.8.49 SMDR-P - Service Establishment Charge, Initial Installation	SEP5P, SEP5R		$333.26	
109.11.8.50 Station Camp-On Service - per main station	CPK		$0.34	
109.11.8.51 Time of Day Control for ARS - per system	ATBPS		$123.60	
109.11.8.52 Time of Day NCOS Update with ARS	A4T		$0.53	
109.11.8.53 Time of Day Routing - per line with ARS	ATB		$0.51	
109.11.8.54 Trunk Verification from Designated Station	BVS		$0.39	
109.11.8.55 UCD in hunt group - per line	MHM, H6U, NZT		$0.66	
109.11.9 Other				
109.11.9.1 Custom Number		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			$14.30	
109.11.9.3 PBX DID Block Compromise			$26.18	
109.11.9.4 PBX DID Group of 20 Numbers			$33.50	
109.11.9.5 PBX DID Reserve Sequential # Block			$26.03	
109.11.9.6 PBX DID Reserve Non Sequential TN			$23.37	
109.11.9.7 PBX DID NonSequential TN			$35.15	
109.11.10 Subsequent Order Charge	NHCUU		$13.33	4
109.11.11 Qwest Corporation (QC) IntraLATA Toll, LPIC 5123		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.20 Miscellaneous Charges				5
109.20.1 Non-Design				
109.20.1.1 Trouble Isolation Charge (TIC)	LTESX		**	
109.20.1.2 Network Premises Work Charge				
109.20.1.2.1 Basic				
109.20.1.2.1.1 First Increment	HRH11		**	
109.20.1.2.1.2 Each Additional Increment	HRHA1		**	
109.20.1.2.2 Overtime				
109.20.1.2.2.1 First Increment	HRH12		**	
109.20.1.2.2.2 Each Additional Increment	HRHA2		**	
109.20.1.2.3 Premium				
109.20.1.2.3.1 First Increment	HRH13		**	
109.20.1.2.3.2 Each Additional Increment	HRHA3		**	
109.20.2 Design				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1.1 First Increment	MVWXX		**	
109.20.2.1.1.2 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2.1 First Increment	MVWOX		**	
109.20.2.1.2.2 Each Additional Increment	MVW2X		**	
109.20.2.1.3 Premium				
109.20.2.1.3.1 First Increment	MVWPX		**	
109.20.2.1.3.2 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.2.5 Network Premises Work Charge				
109.20.2.5.1 Basic				
109.20.2.5.1.1 First Increment	HRH11		**	
109.20.2.5.1.2 Each Additional Increment	HRHA1		**	
109.20.2.5.2 Overtime				
109.20.2.5.2.1 First Increment	HRH12		**	
109.20.2.5.2.2 Each Additional Increment	HRHA2		**	

			USOC	Recurring	Non-Recurring	Notes
	109.20.2.5.3	Premium				
		109.20.2.5.3.1 First Increment	HRH13		**	
		109.20.2.5.3.2 Each Additional Increment	HRHA3		**	
109.20.3	Design and Non-Design					
	109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		$50.00	
	109.20.3.2	Premises Work Charge				
	109.20.3.2	Basic				
		109.20.3.2.1.1 First Increment	HRD11		$60.00	
		109.20.3.2.1.2 Each Additional Increment	HRDA1		$30.00	
	109.20.3.2.2	Overtime				
		109.20.3.2.2.1 First Increment	HRD12		$70.00	
		109.20.3.2.2.2 Each Additional Increment	HRDA2		$35.00	
	109.20.3.2.3	Premium				
		109.20.3.2.3.1 First Increment	HRD13		$80.00	
		109.20.3.2.3.2 Each Additional Increment	HRDA3		$40.00	
	109.20.3.3	Date Change	VT6DC		$100.00	
	109.20.3.4	Design Change	H28		$50.00	
	109.20.3.5	Expedite Charge, Per day advanced	EQDDB		$200.00	
	109.20.3.6	Cancellation Charge	No USOC		ICB	
109.23	**QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)**					
109.23.1	Conversion Nonrecurring Charges					
	109.23.1.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
		109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
		109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
		109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
	109.23.1.2	QLSP™ PBX DID Trunks				
		109.23.1.2.1 First Trunk	URCCD		$20.34	
		109.23.1.2.2 Each Additional			$3.08	
	109.23.1.3	QLSP™ ISDN BRI				
		109.23.1.3.1 First	URCCU		$0.28	
		109.23.1.3.2 Each Additional			$0.28	
		109.23.1.3.3 Disconnect			$0.28	
109.23.2	Installation Nonrecurring Charges					
	109.23.2.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
		109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
	109.23.2.2	QLSP™ Analog DID PBX Trunks			$177.02	
	109.23.2.3	QLSP™ ISDN-BRI			$241.28	
	109.23.3	Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	5
	109.23.4	Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	5
112	**Operational Support Systems**					
112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2	Ongoing Operations, per Local Service Request				
112.3	Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or

	USOC	Recurring	Non-Recurring	Notes
Price Lists. In the event a rate changes, notification will be provided via the standard notification process.				

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

			USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**					
	109.8.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.0011100		
	109.8.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.35		
109.11	**Local Switching Purchased As Part of QLSP™**					
	109.11.1	**Ports, Basic Plan**				
		109.11.1.1 Analog Port		$8.11		
		109.11.1.2 Residential end user credit	LAWUR	($3.36)		1
		109.11.1.3 Effective QLSP™ Residential Analog Port		$4.75		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$16.88		
		109.11.1.5 PBX DID Port		$9.75		
	109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
		109.11.2.1 Analog Port		$7.70		
		109.11.2.2 Analog Port, Residential end user credit	LAWUR	($3.00)		1
		109.11.2.3 Effective QLSP™ Residential Analog Port		$4.70		1
		109.11.2.4 Digital Port (Supporting BRI ISDN)		$16.88		
		109.11.2.5 PBX DID Port		$9.75		
	109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
		109.11.3.1 Analog Port		$7.30		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	($2.64)		1
		109.11.3.3 Effective QLSP™ Residential Analog Port		$4.66		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$16.88		
		109.11.3.6 PBX DID Port		$9.75		
	109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
		109.11.4.1 Analog Port		$6.49		
		109.11.4.2 Analog Port, Residential end user credit	LAWUR	($1.93)		1
		109.11.4.3 Effective QLSP™ Residential Analog Port		$4.56		1
		109.11.4.4 Digital Port (Supporting BRI ISDN)		$16.88		
		109.11.4.5 PBX DID Port		$9.75		
	109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
		109.11.5.1 Analog Port		$5.68		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	($1.21)		1
		109.11.5.3 Effective QLSP™ Residential Analog Port		$4.47		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$16.88		
		109.11.5.5 PBX DID Port		$9.75		
	109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
		109.11.6.1 Analog Port		$5.27		
		109.11.6.2 Analog Port, Residential end user credit	LAWUR	($0.90)		1
		109.11.6.3 Effective QLSP™ Residential Analog Port		$4.37		1
		109.11.6.4 Digital Port (Supporting BRI ISDN)		$16.88		
		109.11.6.5 PBX DID Port		$9.75		
	109.11.7	**Local Switch Usage**				
		109.11.7.1 QLSP™ Residential, Business, and PAL (Per MOU)		$0.00161		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.35000		
	109.11.8	**Switch Features**				2
		109.11.8.1 6 Way Calling For Non-Centron Line Ports	GVT		$42.16	
		109.11.8.2 Account Codes, Per System	AZBPS		$60.70	
		109.11.8.3 ARS- Common Equipment, Per Group	F5GPG		$2,059.23	
		109.11.8.4 ARS- Expensive Route Warning Tone- Per System	AQWPS		$71.81	
		109.11.8.5 ARS- Facility Restriction Level, Per System	FRKPS		$66.61	
		109.11.8.6 Attendant Access Line, Per Station	DZR		$1.15	
		109.11.8.7 Audible Message Waiting	MGN, MWW		$1.00	
		109.11.8.8 Authorization Codes, Per System	AFYPS		$238.65	
		109.11.8.9 Centrex Common Equipment	HYE, HYS		$1,210.94	
		109.11.8.10 CLASS - Call Trace, Per Occurrence	NO USOC		$2.00	
		109.11.8.11 CMS- Packet Control Capability, Per System	PTGPS		$462.77	
		109.11.8.12 CMS- System Establishment, Initial Installation	MB6XX		$965.53	
		109.11.8.13 CMS- System Establishment, Subsequent Installation	CPVWO		$462.77	
		109.11.8.14 Conference Calling- Meet Me, Per System	MJJPK		$42.16	
		109.11.8.15 Conference Calling- Preset = Per System	MO9PK		$42.16	
		109.11.8.16 EBS- Automatic Line, Per Station Line	ETVPB		$1.00	
		109.11.8.17 EBS- Dir Sta Sel/Busy Lamp Fld, Per Arrangement	BUD		$1.00	
		109.11.8.18 EBS- Message Center, Per Main Station Line, Per Line	MFR		$1.00	
		109.11.8.19 EBS- Message Waiting Visual, Per Station Line	MLN		$1.00	
		109.11.8.20 EBS- Privacy Release, Per Station Line	K7KPK		$1.38	
		109.11.8.21 EBS Query Time, Per Station Line	QT1PK		$1.00	
		109.11.8.22 EBS- Station Camp On, Per Main Line, Per Line	CPK		$1.00	
		109.11.8.23 Hot Line, Per Line Equipped, Per Line	HLN, HLA		$1.00	
		109.11.8.24 Loudspeaker Paging Trunkside, Per Group	PTQPG		$175.38	
		109.11.8.25 Message Waiting Visual, Per Line	MV5		$1.00	
		109.11.8.26 Multiple Position Hunt Announcement, Per Group	MH6		$72.37	
		109.11.8.27 Multiple Position Hunt Queuing, Per Group	MHW		$37.77	
		109.11.8.28 Multiple Position Hunt, Per Line	MOHPS		$0.66	
		109.11.8.29 Music On Hold, Per System (DMS Only)	MHHPS		$67.62	
		109.11.8.30 SMDR-P- Archived Data	SR7CX		$176.19	
		109.11.8.31 SMDR-P- Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$337.17	
		109.11.8.32 Time of Day Control for ARS, Per System	ATBPS		$124.66	
		109.11.8.33 Time of Day NCOS Updated, Per Main Station	A4T		$0.55	
		109.11.8.34 Time of Day Routing, Per Line	ATB		$1.51	
		109.11.8.35 Trunk Verification from Designated Station, Per Line Equipped	BVS		$1.15	
		109.11.8.36 UCD- Call Waiting Indication, Per Unique Timing State, Per Timing State	WUT		$1.00	
		109.11.8.37 UCD- In Hunt Group, Per Line	MHM, H6U, NZT		$0.66	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.38 UCD- Make Busy Arrangements, Per Group	A9AEX, P89		$1.00	
109.11.8.39 UCD- Make Busy Arrangements, Per Line	MB1		$1.00	
109.11.8.40 UCD- With Music after Delay	A5M		$0.66	
109.11.9 Other				
109.11.9.1 Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			$10.86	
109.11.9.3 PBX DID Complex Translations Signaling Change			$24.96	
109.11.9.4 PBX DID Block Compromise			$18.83	
109.11.9.5 PBX DID Group of 20 Numbers			$25.06	
109.11.9.6 PBX DID Reserve Sequential # Block			$18.73	
109.11.9.7 PBX DID Reserve Non Sequential TN			$17.48	
109.11.9.8 PBX DID NonSequential TN			$26.30	
109.11.10 Subsequent Order Charge	NHCUU		$13.49	4
109.11.11 Qwest Corporation (QC) IntraLATA Toll, LPIC 5123			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20 Miscellaneous Charges				5
109.20.1 Non-Design				
109.20.1.1 Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2 Design				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1.1 First Increment	MVWXX		**	
109.20.2.1.1.2 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2.1 First Increment	MVWOX		**	
109.20.2.1.2.2 Each Additional Increment	MVW2X		**	
109.20.2.1.3 Premium				
109.20.2.1.3.1 First Increment	MVWPX		**	
109.20.2.1.3.2 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT8DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT8DM		**	
109.20.3 Design and Non-Design				
109.20.3.1 Trip Charge - Premises Visit Charge	NRTCY		**	
109.20.3.2 Premises Work Charge				
109.20.3.2.1 Basic				
109.20.3.2.1.1 First Increment	HRD11		**	
109.20.3.2.1.2 Each Additional Increment	HRDA1		**	
109.20.3.2.2 Overtime				
109.20.3.2.2.1 First Increment	HRD12		**	
109.20.3.2.2.2 Each Additional Increment	HRDA2		**	
109.20.3.2.3 Premium				
109.20.3.2.3.1 First Increment	HRD13		**	
109.20.3.2.3.2 Each Additional Increment	HRDA3		**	
109.20.3.3 Network Premises Work Charge				
109.20.3.3.1 Basic				
109.20.3.3.1.1 First Increment	HRH11		**	
109.20.3.3.1.2 Each Additional Increment	HRHA1		**	
109.20.3.3.2 Overtime				
109.20.3.3.2.1 First Increment	HRH12		**	
109.20.3.3.2.2 Each Additional Increment	HRHA2		**	
109.20.3.3.3 Premium				
109.20.3.3.3.1 First Increment	HRH13		**	
109.20.3.3.3.2 Each Additional Increment	HRHA3		**	
109.20.3.4 Date Change	VT8DC		**	
109.20.3.5 Design Change	H28		**	
109.20.3.6 Expedite Charge, Per day advanced	EODDB		**	
109.20.3.7 Cancellation Charge	No USOC		ICB	
109.23 QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	

		USOC	Recurring	Non-Recurring	Notes
	109.23.1.1.3 First Line (Manual)	URCCV		$16.00	
	109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 **QLSP™ PBX DID Trunks**					
	109.23.1.2.1 First Trunk	URCCD		$16.49	
	109.23.1.2.2 Each Additional			$2.34	
109.23.1.3 **QLSP™ ISDN BRI**					
	109.23.1.3.1 First	URCCU		$11.34	
	109.23.1.3.2 Each Additional			$2.34	
109.23.2 **Installation Nonrecurring Charges**					
	109.23.2.1 **QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential**				
	109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
	109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
	109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
	109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
	109.23.2.2 **QLSP™ Analog DID PBX Trunks**			$132.41	
	109.23.2.3 **QLSP™ ISDN-BRI**			$180.49	
109.23.3 **Qwest AIN Features**				See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4 **Qwest Voice Messaging Services**				See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112 **Operational Support Systems**					
112.1 Developments and Enhancements, per Local Service Request				All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2 Ongoing Operations, per Local Service Request					
112.3 Daily Usage Records File, per Record					

Notes

:   Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification process.

::   See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1   QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2   QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3   Reserved for future use. :

4   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 16%.

	USOC	Recurring	Non-Recurring	Notes
109.8 **Shared Transport Purchased As Part of QLSP™**				
109.8.1 QLSP™ Residential, Business, and PAL (Per MOU)		$0.0011100		
109.8.2 QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.35		
109.11 **Local Switching Purchased As Part of QLSP™**				
109.11.1 **Ports, Basic Plan**				
109.11.1.1 Analog Port		$6.73		
109.11.1.2 Residential end user credit	LAWUR	($3.78)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		$2.95		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		$19.95		
109.11.1.5 PBX DID Port		$8.34		
109.11.2 **Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
109.11.2.1 Analog Port		$6.39		
109.11.2.2 Analog Port, Residential end user credit	LAWUR	($3.47)		1
109.11.2.3 Effective QLSP™ Residential Analog Port		$2.92		1
109.11.2.4 Digital Port (Supporting BRI ISDN)		$19.95		
109.11.2.5 PBX DID Port		$8.34		
109.11.3 **Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
109.11.3.1 Analog Port		$6.06		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	($3.17)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		$2.89		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		$19.95		
109.11.3.5 PBX DID Port		$8.34		
109.11.4 **Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
109.11.4.1 Analog Port		$5.38		
109.11.4.2 Analog Port, Residential end user credit	LAWUR	($2.55)		1
109.11.4.3 Effective QLSP™ Residential Analog Port		$2.83		1
109.11.4.4 Digital Port (Supporting BRI ISDN)		$19.95		
109.11.4.5 PBX DID Port		$8.34		
109.11.5 **Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
109.11.5.1 Analog Port		$4.71		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	($1.94)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		$2.77		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		$19.95		
109.11.5.5 PBX DID Port		$8.34		
109.11.6 **Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
109.11.6.1 Analog Port		$4.37		
109.11.6.2 Analog Port, Residential end user credit	LAWUR	($1.68)		1
109.11.6.3 Effective QLSP™ Residential Analog Port		$2.71		1
109.11.6.4 Digital Port (Supporting BRI ISDN)		$19.95		
109.11.6.5 PBX DID Port		$8.34		
109.11.7 **Local Switch Usage**				
109.11.7.1 QLSP™ Residential, Business, and PAL (Per MOU)		$0.001558		
109.11.7.2 QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.31		
109.11.8 **Switch Features**				2
109.11.8.1 Account Codes - per System	AZ8PS		$61.95	
109.11.8.2 Attendant Access Line, per Station Line	DZR		$1.18	
109.11.8.3 Audible Message Waiting	MGN, MWW		$1.04	
109.11.8.4 Authorization Codes, per System	AFYPS		$245.09	
109.11.8.5 Auto Callback	RGE		$8.52	
109.11.8.6 Automatic Line	ETVPB		$0.35	
109.11.8.7 Automatic Route Selection - Common Equipment, per System	F5GPG		$2,150.42	
109.11.8.8 Call Drop	NA - FID ONLY		$0.35	
109.11.8.9 Call Exclusion - Automatic	NXB (ISDN)		$1.04	
109.11.8.10 Call Exclusion - Manual	NA-FID (ISDN)		$0.68	
109.11.8.11 Call Forwarding Busy Line	69J, 69JHG, EVO, EVOHG, EVB, EVBHG		$8.52	
109.11.8.12 Call Forwarding Busy Line - Incoming Only	69B1X		$38.84	
109.11.8.13 Call Forwarding Don't Answer	69H, 69HHG, EVD, EVDHG		$8.52	
109.11.8.14 Call Forwarding Don't Answer / Call Forwarding Busy Customer Programmable- Per Line	FSW		$1.04	
109.11.8.15 Call Forwarding Don't Answer Incoming Only	69A		$38.84	
109.11.8.16 Call Forwarding Variable	ESM, CV9		$8.52	
109.11.8.17 Call Forwarding: Busy Line / Don't Answer (Expanded)	FVJ, FVJHG		$38.84	
109.11.8.18 Call Forwarding: Busy Line / Don't Answer Programmable Service Establishment	SEPFA		$18.04	
109.11.8.19 Call Hold	6APPK		$8.52	
109.11.8.20 Call Park (Store & Retrieve)	C4Z		$8.52	
109.11.8.21 Call Pickup	E3PPK, NZHPN		$8.52	
109.11.8.22 Call Waiting / Cancel Call Waiting	ESX		$8.52	
109.11.8.23 Call Waiting Indication, per Timing State	WUT		$1.04	
109.11.8.24 CLASS — Anonymous Call Rejection	AYK		$8.52	
109.11.8.25 CLASS - Call Trace, Per Occurrence	NO USOC		$2.43	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.26 CLASS – Call Waiting ID	NWT		$8.52	
109.11.8.27 CLASS – Calling Name & Number	NNK		$8.52	
109.11.8.28 CLASS – Calling Number Delivery	NSD		$8.52	
109.11.8.29 CLASS – Calling Number Delivery –Blocking	NKM, NKS		$8.52	
109.11.8.30 CLASS – Continuous Redial	NSS		$8.52	
109.11.8.31 CLASS – Last Call Return	NSQ		$8.52	
109.11.8.32 CLASS – Priority Calling	NSK		$8.52	
109.11.8.33 CLASS – Selective Call Forwarding	NCE		$8.52	
109.11.8.34 CLASS – Selective Call Rejection	NSY		$8.52	
109.11.8.35 CMS - Packet Control Capability, per System	PTGPS		$497.57	
109.11.8.36 CMS - System Establishment- Initial Installation	MB5XX		$995.14	
109.11.8.37 CMS - System Establishment- Subsequent Installation	CPVVO		$497.57	
109.11.8.38 Conference Calling - Meet Me	MJJPK		$43.50	
109.11.8.39 Conference Calling - Preset	MO9PK		$43.50	
109.11.8.40 Data Call Protection (DMS 100)	D7N		$8.52	
109.11.8.41 Direct Station Select / Busy Lamp Field per Arrangement	BUD		$0.35	
109.11.8.42 Directed Call Pickup with Barge-in	6MD		$8.52	
109.11.8.43 Directed Call Pickup without Barge-in	69D		$20.65	
109.11.8.44 Distinctive Ring/Distinctive Call Waiting	RNN		$41.29	
109.11.8.45 Distinctive Ringing	DHA, RGG++		$8.52	
109.11.8.46 Establish Centrex Common Block , per CLEC, per CO	HYE, HYS		$324.21	
109.11.8.47 Expensive Route Warning Tone, per System	AQWPS		$73.66	
109.11.8.48 Facility Restriction Level, per System	FRKPS		$45.31	
109.11.8.49 Group Intercom	GCN		$0.47	
109.11.8.50 Hot Line, per Line	HLN, HLA		$1.04	
109.11.8.51 Hunting: Multiposition Hunt Queuing	MH5		$39.52	
109.11.8.52 Hunting: Multiposition with Announcement in Queue	MHW		$39.52	
109.11.8.53 Hunting: Multiposition with Music in Queue	MOHPS		$41.73	
109.11.8.54 ISDN Short Hunt	NHGPG		$1.74	
109.11.8.55 Loudspeaker Paging, per Trunk Group	PTQPG		$180.81	
109.11.8.56 Make Busy Arrangements, per Group	A9AEX, P89		$0.68	
109.11.8.57 Make Busy Arrangements, per Line	MB1		$0.68	
109.11.8.58 Message Center, per Main Station Line	MFR		$0.35	
109.11.8.59 Message Waiting Indication A/V	M1W		$8.52	
109.11.8.60 Message Waiting Visual	MV5		$0.35	
109.11.8.61 Music On Hold, per System	MHHPS		$23.69	
109.11.8.62 Privacy Release	K7KPK		$0.49	
109.11.8.63 Query Time	QT1PK		$0.35	
109.11.8.64 SMDR-P - Archived Data	SR7CX		$181.69	
109.11.8.65 SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$347.51	
109.11.8.66 Speed Call Long – Customer Changeable	EVH, GVV, GV2		$8.52	
109.11.8.67 Station Camp-On Service, per Main Station	CPK		$0.35	
109.11.8.68 Station Dial Conferencing (6-way)	GVT		$8.52	
109.11.8.69 Three Way Calling	ESC		$8.52	
109.11.8.70 Time of Day Control for ARS, per System	ATBPS		$128.67	
109.11.8.71 Time of Day NCOS Update	A4T		$0.55	
109.11.8.72 Time of Day Routing, per Line	ATB		$0.53	
109.11.8.73 Trunk Answer Any Station	NTU		$8.52	
109.11.8.74 Trunk Verification from Designated Station	BVS		$0.40	
109.11.8.75 UCD In Hunt Group, per Line	MHM, H6U, NZT		$0.67	
109.11.9 **Other**				
109.11.9.1 Custom Number		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			$14.71	
109.11.9.3 PBX DID Complex Translations Signaling Change			$34.33	
109.11.9.4 PBX DID Block Compromise			$25.90	
109.11.9.5 PBX DID Group of 20 Numbers			$34.47	
109.11.9.6 PBX DID Reserve Sequential # Block			$25.75	
109.11.9.7 PBX UNE-P DID Reserve Nonsequential Telephone Numbers			$24.04	
109.11.9.8 PBX DID Nonsequential Telephone Numbers			$36.16	
109.11.10 **Subsequent Order Charge**	NHCUU		$13.90	4
109.11.11 Qwest Corporation (QC) IntraLATA Toll, LPIC 5123		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.20 **Miscellaneous Charges**				5
109.20.1 **Non-Design**				
109.20.1.1 Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2 **Design**				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1 First Increment	MVWXX		**	
109.20.2.1.1 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2 First Increment	MVWQX		**	
109.20.2.1.2 Each Additional Increment	MVW2X		**	

Qwest Local Services Platform™ (QLSP™) Rate Page - Iowa
January 1, 2007 through Term*

	USOC	Recurring	Non-Recurring	Notes
109.20.2.1.3 Premium				
109.20.2.1.3 First Increment	MVWPX		**	
109.20.2.1.3 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	QTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	QTNOX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	QTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3 Design and Non-Design				
109.20.3.1 Trip Charge - Premises Visit Charge	No USOC		**	
109.20.3.2 Premises Work Charge				
109.20.3.2.1 Basic				
109.20.3.2.1 First Increment	HRD11		**	
109.20.3.2.1 Each Additional Increment	HRDA1		**	
109.20.3.2.2 Overtime				
109.20.3.2.2 First Increment	HRD12		**	
109.20.3.2.2 Each Additional Increment	HRDA2		**	
109.20.3.2.3 Premium				
109.20.3.2.3 First Increment	HRD13		**	
109.20.3.2.3 Each Additional Increment	HRDA3		**	
109.20.3.2.4 Network Premises Work Charge				
109.20.3.2.4 Basic, First Increment	HRR11		**	
109.20.3.2.4 Basic, Each Additional Increment	HRRA1		**	
109.20.3.2.4 Overtime, First Increment	HRR12		**	
109.20.3.2.4 Overtime, Each Additional Increment	HRRA2		**	
109.20.3.2.4 Premium, First Increment	HRR13		**	
109.20.3.2.4 Premium, Each Additional Increment	HRRA3		**	
109.20.3.3 Date Change	VT6DC		**	
109.20.3.4 Design Change	H28		**	
109.20.3.5 Expedite Charge, Per day advanced	EODDB		**	
109.20.3.6 Cancellation Charge	No USOC		ICB	
109.23 QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 QLSP™ PBX DID Trunks				
109.23.1.2.1 First Trunk	URCCD		$21.20	
109.23.1.2.2 Each Additional			$3.21	
109.23.1.3 QLSP™ ISDN BRI				
109.23.1.3.1 First	URCCU		$15.52	
109.23.1.3.2 Each Additional			$3.21	
109.23.2 Installation Nonrecurring Charges				
109.23.2.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
109.23.2.2 QLSP™ Analog DID PBX Trunks			$162.10	
109.23.2.3 QLSP™ ISDN-BRI			$248.21	
109.23.3 Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4 Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112 Operational Support Systems				
112.1 Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2 Ongoing Operations, per Local Service Request				
112.3 Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification process.

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

	USOC	Recurring	Non-Recurring	Notes

1. QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2. QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3. Reserved for future use.

4. The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5. QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6. Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

	USOC	Recurring	Non-Recurring	Notes
109.8 **Shared Transport Purchased As Part of QLSP™**				
109.8.1 QLSP™ Residential, Business, and PAL in ID-S (Per MOU)		$0.0011100		
109.8.2 QLSP™ Centrex, ISDN BRI, PAL in ID-N, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.35		
109.11 **Local Switching Purchased As Part of QLSP™**				
109.11.1 Ports, Basic Plan				
109.11.1.1 Analog Port		$0.21		
109.11.1.2 Residential end user credit	LAWUR	($3.07)		1
109.11.1.3 Effective QLSP™ Residential Analog Port		$3.14		1
109.11.1.4 Digital Port (Supporting BRI ISDN)		$17.40		
109.11.1.5 PBX DID Port		$7.30		
109.11.2 Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
109.11.2.1 Analog Port		$5.90		
109.11.2.2 Analog Port, Residential end user credit	LAWUR	($2.79)		1
109.11.2.3 Effective QLSP™ Residential Analog Port		$3.11		1
109.11.2.4 Digital Port (Supporting BRI ISDN)		$17.40		
109.11.2.5 PBX DID Port		$7.30		
109.11.3 Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1 Analog Port		$5.59		
109.11.3.2 Analog Port, Residential end user credit	LAWUR	($2.51)		1
109.11.3.3 Effective QLSP™ Residential Analog Port		$3.08		1
109.11.3.4 Digital Port (Supporting BRI ISDN)		$17.40		
109.11.3.5 PBX DID Port		$7.30		
109.11.4 Ports, If 110% YOY Volume Growth Plan Requirements Are Met				
109.11.4.1 Analog Port		$4.97		
109.11.4.2 Analog Port, Residential end user credit	LAWUR	($1.96)		1
109.11.4.3 Effective QLSP™ Residential Analog Port		$3.01		1
109.11.4.4 Digital Port (Supporting BRI ISDN)		$17.40		
109.11.4.5 PBX DID Port		$7.30		
109.11.5 Ports, If 120% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1 Analog Port		$4.35		
109.11.5.2 Analog Port, Residential end user credit	LAWUR	($1.40)		1
109.11.5.3 Effective QLSP™ Residential Analog Port		$2.95		1
109.11.5.4 Digital Port (Supporting BRI ISDN)		$17.40		
109.11.5.5 PBX DID Port		$7.30		
109.11.6 Ports, If 135% YOY Volume Growth Plan Requirements Are Met				
109.11.6.1 Analog Port		$4.04		
109.11.6.2 Analog Port, Residential end user credit	LAWUR	($1.15)		1
109.11.6.3 Effective QLSP™ Residential Analog Port		$2.89		1
109.11.6.4 Digital Port (Supporting BRI ISDN)		$17.40		
109.11.6.5 PBX DID Port		$7.30		
109.11.7 Local Switch Usage				
109.11.7.1 QLSP™ Residential, Business, and PAL in ID-S (Per MOU)		$0.001343		
109.11.7.2 QLSP™ Centrex, ISDN BRI, PAL in ID-N, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.13		
109.11.8 Switch Features				2
109.11.8.1 Account Codes - per System	AZBPS		$77.41	
109.11.8.2 Attendant Access Line, per Station Line	DZR		$1.12	
109.11.8.3 Audible Message Waiting	MGN, MWW		$0.98	
109.11.8.4 Authorization Codes, - per System	AFYPS		$231.08	
109.11.8.5 Automatic Line	ETVPB		$0.33	
109.11.8.6 Automatic Route Selection - Common Equipment, per System	F5GPG		$2,015.21	
109.11.8.7 Call Drop	FID ONLY		$0.23	
109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$0.70	
109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$0.46	
109.11.8.10 Call Forwarding Busy Line - Incoming Only	69B1X		$20.63	
109.11.8.11 Call Forwarding Don't Answer Incoming Only	69A		$20.63	
109.11.8.12 Call Forwarding: Busy Line / Don't Answer Programmable Service Establishment	SEPFA		$11.27	
109.11.8.13 Call Forwarding: Don't Answer / Call Forwarding Busy Customer Programmable, per Line	FSW		$0.82	
109.11.8.14 Call Waiting Indication, - per Timing State	WUT		$0.70	
109.11.8.15 Centrex Common Equipment	HYE, HYS		$1,370.25	
109.11.8.16 CLASS - Call Trace, Per Occurrence	NO USOC		$1.43	
109.11.8.17 CLASS - Continuous Redial	NSS		$1.28	
109.11.8.18 CLASS - Last Call Return	NSQ		$1.29	
109.11.8.19 CLASS - Priority Calling	NSK		$1.21	
109.11.8.20 CLASS - Selective Call Forwarding	NCE		$1.28	
109.11.8.21 CLASS - Selective Call Rejection	FKQPN, NSY		$1.21	
109.11.8.22 Direct Station Selection / Busy Lamp Field, per Arrangement	BUD		$0.24	
109.11.8.23 Directed Call Pickup with Barge-In	6MD		$13.01	
109.11.8.24 Directed Call Pickup without Barge-In	69D		$13.87	
109.11.8.25 Distinctive Ring/Distinctive Call Waiting	RNN		$27.74	
109.11.8.26 Expensive Route Warning Tone, per System	AQWPS		$49.48	
109.11.8.27 Group Intercom	GCN		$0.31	
109.11.8.28 Hot Line, per Line	HLN, HLA		$1.05	
109.11.8.29 Hunting: Multiposition Hunt Queuing	MH5		$29.25	
109.11.8.30 Hunting: Multiposition with Announcement in Queue	MHW		$31.72	
109.11.8.31 Hunting: Multiposition with Music in Queue	MQHPS		$28.04	
109.11.8.32 ISDN Short Hunt	NHGPG, NHQPN		$1.17	
109.11.8.33 Loudspeaker Paging, per Trunk Group	PTOPG		$183.60	

Qwest Local Services Platform™ Agreement	USOC	Recurring	Non-Recurring	Notes
109.11.8.34 Make Busy Arrangements, per Group	A9AEX, P89		$0.53	
109.11.8.35 Make Busy Arrangements, per Line	MB1		$0.53	
109.11.8.36 Message Center, per Main Station Line	MFR		$0.31	
109.11.8.37 Message Waiting Visual	MV5		$0.31	
109.11.8.38 Music On Hold, per System	MHHPS		$20.75	
109.11.8.39 Privacy Release	K7KPK		$0.42	
109.11.8.40 Query Time	QT1PK		$0.31	
109.11.8.41 SMDR-P - Archived Data	SR7CX		$170.75	
109.11.8.42 SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$323.33	
109.11.8.43 Station Camp-On Service, per Main Station	CPK		$0.31	
109.11.8.44 Time of Day Control for ARS, per System	ATBPS		$95.48	
109.11.8.45 Time of Day NCOS Update	A4T		$0.41	
109.11.8.46 Time of Day Routing, per Line	ATB		$0.46	
109.11.8.47 Trunk Verification from Designated Station	BVS		$0.35	
109.11.8.48 UCD in Hunt Group, per Line	MHM		$0.64	
109.11.8.49 Premium Port Features- Additional Charge		$2.08		
109.11.8.49.1 CMS - System Establishment - Initial Installation	MB5XX		$962.10	
109.11.8.49.2 CMS - System Establishment, Subsequent Installation	CPVWQ		$481.05	
109.11.8.49.3 CMS - Packet Control Capability, per System	PTGPS		$481.05	
109.11.8.49.4 Conference Calling - Meet Me	MJJPK		$32.24	
109.11.8.49.5 Conference Calling - Preset	MQ9PK		$32.24	
109.11.8.49.6 Conference Calling - Station Dial (6-Way)	GVT		$47.48	
109.11.9 Other				
109.11.9.1 Custom Number				
109.11.9.1.1 Idaho North			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.1.2 Idaho South			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			$15.22	
109.11.9.3 PBX DID Complex Translations Signaling Change			$35.52	
109.11.9.4 PBX DID Block Compromise			$25.53	
109.11.9.5 PBX DID Group of 20 Numbers			$31.36	
109.11.9.6 PBX DID Reserve Sequential # Block			$25.38	
109.11.9.7 PBX DID Reserve Nonsequential Telephone Numbers			$23.87	
109.11.9.8 PBX DID Nonsequential Telephone Numbers			$33.18	
109.11.10 Subsequent Order Charge	NHCUU		$12.17	4
109.11.11 Qwest Corporation (QC) IntraLATA Toll, LPIC 5123				
109.11.11.1 Idaho North			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.11.2 Idaho South			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20 Miscellaneous Charges				5
109.20.1 Design - North				
109.20.1.1 Maintenance of Service				
109.20.1.1.1 Basic				
109.20.1.1.1.1 First Increment	MVWXX		**	
109.20.1.1.1.2 Each Additional Increment	MVW1X		**	
109.20.1.1.2 Overtime				
109.20.1.1.2.1 First Increment	MVWOX		**	
109.20.1.1.2.2 Each Additional Increment	MVW2X		**	
109.20.1.1.3 Premium				
109.20.1.1.3.1 First Increment	MVWPX		**	
109.20.1.1.3.2 Each Additional Increment	MVW3X		**	
109.20.1.2 Optional Testing (Additional Labor)				
109.20.1.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.1.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
109.20.1.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.1.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.1.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.2 Design and Non-Design - North				
109.20.2.1 Trip Charge - Premises Visit Charge	SCO		**	
109.20.2.2 Premises Work Charge				
109.20.2.2.1 Basic				
109.20.2.2.1.1 First Increment	HRD11		**	
109.20.2.2.1.2 Each Additional Increment	HRDA1		**	

	USOC	Recurring	Non-Recurring	Notes
109.20.2.2.2 Overtime				
109.20.2.2.2.1 First Increment	HRD12		**	
109.20.2.2.2.2 Each Additional Increment	HRDA2		**	
109.20.2.2.3 Premium				
109.20.2.2.3.1 First Increment	HRD13		**	
109.20.2.2.3.2 Each Additional Increment	HRDA3		**	
109.20.2.3 Network Premises Work Charge				
109.20.2.3.1 Basic, First Increment	HRR11		**	
109.20.2.3.2 Basic, Each Additional Increment	HRRA1		**	
109.20.2.3.3 Overtime, First Increment	HRR12		**	
109.20.2.3.4 Overtime, Each Additional Increment	HRRA2		**	
109.20.2.3.5 Premium, First Increment	HRR13		**	
109.20.2.3.6 Premium, Each Additional Increment	HRRA3		**	
109.20.2.4 Date Change	VT6DC		**	
Design Change	H28		**	
Expedite Charge, Per day advanced	EODDB		**	
Cancellation Charge	No USOC		ICB	
109.20.3 Non-Design - South				
109.20.3.1 Network Premises Work Charge				
109.20.3.1.1 All Hours, 1st 15 minutes	HRH11		**	
109.20.3.1.2 All Hours, next three 15 minutes	HRHA1		**	
109.20.3.1.3 All Hours, ea addt'l 15 minutes	HRDA1		**	
109.20.4 Design - South				
109.20.4.1 Maintenance of Service				
109.20.4.1.1 Basic				
109.20.4.1.1.1 First Increment	MVWXX		**	
109.20.4.1.1.2 Each Additional Increment	MVW1X		**	
109.20.4.1.2 Overtime				
109.20.4.1.2.1 First Increment	MVWOX		**	
109.20.4.1.2.2 Each Additional Increment	MVW2X		**	
109.20.4.1.3.1 Premium				
109.20.4.1.3.1 First Increment	MVWPX		**	
109.20.4.1.3.2 Each Additional Increment	MVW3X		**	
109.20.4.2 Optional Testing (Additional Labor)				
109.20.4.2.1 Basic, First and Each Additional Increment	QTNBX		**	
109.20.4.2.2 Overtime, First and Each Additional Increment	QTNOX		**	
109.20.4.2.3 Premium, First and Each Additional Increment	QTNPX		**	
109.20.4.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.4.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.4.5 Network Premises Work Charge				
109.20.4.5.1 Basic				
109.20.2.5.1.1 First Increment	HRH11		**	
109.20.2.5.1.2 Each Additional Increment	HRHA1		**	
109.20.4.5.2 Overtime				
109.20.2.5.2.1 First Increment	HRH12		**	
109.20.2.5.2.2 Each Additional Increment	HRHA2		**	
109.20.4.5.3 Premium				
109.20.2.5.3.1 First Increment	HRH13		**	
109.20.2.5.3.2 Each Additional Increment	HRHA3		**	
109.20.5 Design and Non-Design - South				
109.20.5.1 Trip Charge - Premises Visit Charge	NRTCY		**	
109.20.5.2 Premises Work Charge				
109.20.5.2.1 Basic				
109.20.5.2.1.1 First Increment	HRD11		**	
109.20.5.2.1.2 Each Additional Increment	HRDA1		**	
109.20.5.2.2 Overtime				
109.20.5.2.2.1 First Increment	HRD12		**	
109.20.5.2.2.2 Each Additional Increment	HRDA2		**	
109.20.5.2.3 Premium				
109.20.5.2.3.1 First Increment	HRD13		**	
109.20.5.2.3.2 Each Additional Increment	HRDA3		**	
109.20.5.3 Date Change	VT6DC		**	
109.20.5.4 Design Change	H28		**	
109.20.5.5 Expedite Charge, Per day advanced	EODDB		**	
109.20.5.6 Cancellation Charge	No USOC		ICB	
109.23 QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 QLSP™ PBX DID Trunks				

			USOC	Recurring	Non-Recurring	Notes
	109.23.1.2.1	First Trunk	URCCD		$28.84	
	109.23.1.2.2	Each Additional			$2.73	
109.23.1.3	QLSP™ ISDN BRI					
	109.23.1.3.1	First	URCCU		$30.66	
	109.23.1.3.2	Each Additional			$2.73	
109.23.2	**Installation Nonrecurring Charges**					
	109.23.2.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.2.1.1 First Line (Mechanized)	NHCRA		$60.00	
		109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
	109.23.2.2	QLSP™ Analog DID PBX Trunks			$15.21	
	109.23.2.3	QLSP™ ISDN-BRI			$272.98	
109.23.3	**Qwest AIN Features**					
	109.23.3.1	Idaho North			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.23.3.2	Idaho South			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4	**Qwest Voice Messaging Services**					
	109.23.4.1	Idaho North			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.23.4.2	Idaho South			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	**Operational Support Systems**					
112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2	Ongoing Operations, per Local Service Request				
112.3	Daily Usage Records File, per Record				

Notes

*   Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard

**   See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1   QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2   QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3   Reserved for future use.

4   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

		USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**				
109.8.1	QLSP™ Residential and Business (Per MOU)		$0.0006513		
109.8.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.21		
109.11	**Local Switching Purchased As Part of QLSP™**				
109.11.1	**Ports, Basic Plan**				
109.11.1.1	Analog Port		$10.08		
109.11.1.2	Residential end user credit	LAWUR	($3.36)		1
109.11.1.3	Effective QLSP™ Residential Analog Port		$6.72		1
109.11.1.4	Digital Port (Supporting BRI ISDN)		$16.32		
109.11.1.5	PBX DID Port		$9.91		
109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
109.11.2.1	Analog Port		$9.58		
109.11.2.2	Analog Port, Residential end user credit	LAWUR	($2.92)		1
109.11.2.3	Effective QLSP™ Residential Analog Port		$6.65		1
109.11.2.4	Digital Port (Supporting BRI ISDN)		$16.32		
109.11.2.5	PBX DID Port		$9.91		
109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
109.11.3.1	Analog Port		$9.07		
109.11.3.2	Analog Port, Residential end user credit	LAWUR	($2.49)		1
109.11.3.3	Effective QLSP™ Residential Analog Port		$6.59		1
109.11.3.4	Digital Port (Supporting BRI ISDN)		$16.32		
109.11.3.5	PBX DID Port		$9.91		
109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
109.11.4.1	Analog Port		$8.06		
109.11.4.2	Analog Port, Residential end user credit	LAWUR	($1.61)		1
109.11.4.3	Effective QLSP™ Residential Analog Port		$6.45		1
109.11.4.4	Digital Port (Supporting BRI ISDN)		$16.32		
109.11.4.5	PBX DID Port		$9.91		
109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
109.11.5.1	Analog Port		$7.06		
109.11.5.2	Analog Port, Residential end user credit	LAWUR	($0.74)		1
109.11.5.3	Effective QLSP™ Residential Analog Port		$6.32		1
109.11.5.4	Digital Port (Supporting BRI ISDN)		$16.32		
109.11.5.5	PBX DID Port		$9.91		
109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
109.11.6.1	Analog Port		$6.55		
109.11.6.2	Analog Port, Residential end user credit	LAWUR	($0.37)		1
109.11.6.3	Effective QLSP™ Residential Analog Port		$6.18		1
109.11.6.4	Digital Port (Supporting BRI ISDN)		$16.32		
109.11.6.5	PBX DID Port		$9.91		
109.11.7	**Local Switch Usage**				
109.11.7.1	QPP™ Residential and Business (Per MOU)		$0.00		
109.11.7.2	QPP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.00		
109.11.8	**Switch Features**		$0.00	$0.00	2
109.11.9	**Other**				
109.11.9.1	Custom Number		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.11.9.2	PBX DID Complex Translation Digits Outpulsed			$11.44	
109.11.9.3	PBX DID Complex Translations Signaling Change			$28.69	
109.11.9.4	PBX DID Block Compromise			$4.94	
109.11.9.5	PBX DID Group of 20 Numbers			$1.50	
109.11.9.6	PBX DID Reserve Sequential # Block			$4.90	
109.11.9.7	PBX DID Reserve Nonsequential Telephone Number			$3.53	
109.11.9.8	PBX DID Nonsequential Telephone Number			$3.53	
109.11.10	Subsequent Order Charge/Feature Change Charge	NHCUU, NHCVQ		$0.44	4
109.11.11	Qwest Corporation (QC) IntraLATA Toll, LPIC 5123		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.20	**Miscellaneous Charges**				5
109.20.1	**Non-Design**				
109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2	**Design**				
109.20.2.1	Maintenance of Service				
109.20.2.1.1	Basic				
109.20.2.1.1.1	First Increment	MVWXX		**	
109.20.2.1.1.2	Each Additional Increment	MVW1X		**	
109.20.2.1.2	Overtime				
109.20.2.1.2.1	First Increment	MVWOX		**	
109.20.2.1.2.2	Each Additional Increment	MVW2X		**	
109.20.2.1.3	Premium				

			USOC	Recurring	Non-Recurring	Notes
		109.20.2.1.3.1 First Increment	MVWPX		**	
		109.20.2.1.3.2 Each Additional Increment	MVW3X		**	
	109.20.2.2	Optional Testing (Additional Labor)				
		109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
		109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
		109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
	109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
	109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3	**Design and Non-Design**					
	109.20.3.1	Trip Charge - Premises Visit Charge	No USOC		**	
	109.20.3.2	Premises Work Charge				
		109.20.3.2.1 Basic				
		109.20.3.2.1.1 First Increment	HRD11		**	
		109.20.3.2.1.2 Each Additional Increment	HRDA1		**	
		109.20.3.2.2 Overtime				
		109.20.3.2.2.1 First Increment	HRD12		**	
		109.20.3.2.2.2 Each Additional Increment	HRDA2		**	
		109.20.3.2.3 Premium				
		109.20.3.2.3.1 First Increment	HRD13		**	
		109.20.3.2.3.2 Each Additional Increment	HRDA3		**	
	109.20.3.3	Date Change	VT6DC		**	
	109.20.3.4	Design Change	H28		**	
	109.20.3.5	Expedite Charge, Per day advanced	EODDB		**	
	109.20.3.6	Cancellation Charge	No USOC		ICB	
109.23	**QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)**					
109.23.1	**Conversion Nonrecurring Charges**					
	109.23.1.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.1.1.1 First Line (Mechanized)	URCCU		$1.60	
		109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.60	
		109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
		109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
	109.23.1.2	QLSP™ PBX DID Trunks			$1.07	
	109.23.1.3	QLSP™ ISDN-BRI	URCCU		$1.13	
109.23.2	**Installation Nonrecurring Charges**					
	109.23.2.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
		109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
	109.23.2.2	QLSP™ Analog DID PBX Trunks			$181.92	
	109.23.2.3	QLSP™ ISDN-BRI			$248.92	
109.23.3	**Qwest AIN Features**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4	**Qwest Voice Messaging Services**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	**Operational Support Systems**					
112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2	Ongoing Operations, per Local Service Request				
112.3	Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification .

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

	USOC	Recurring	Non-Recurring	Notes

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

		USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**				
109.8.1	QLSP™ Residential and Business (Per MOU)		$0.0011100		
109.8.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.35		
109.11	**Local Switching Purchased As Part of QLSP™**				
109.11.1	**Ports, Basic Plan**				
109.11.1.1	Analog Port		$6.45		
109.11.1.2	Residential end user credit	LAWUR	($3.07)		1
109.11.1.3	Effective QLSP™ Residential Analog Port		$3.38		1
109.11.1.4	Digital Port (Supporting BRI ISDN)		$22.14		
109.11.1.5	PBX DID Port		$9.48		
109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
109.11.2.1	Analog Port		$6.13		
109.11.2.2	Analog Port, Residential end user credit	LAWUR	($2.78)		1
109.11.2.3	Effective QLSP™ Residential Analog Port		$3.35		1
109.11.2.4	Digital Port (Supporting BRI ISDN)		$22.14		
109.11.2.5	PBX DID Port		$9.48		
109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
109.11.3.1	Analog Port		$5.81		
109.11.3.2	Analog Port, Residential end user credit	LAWUR	($2.49)		1
109.11.3.3	Effective QLSP™ Residential Analog Port		$3.31		1
109.11.3.4	Digital Port (Supporting BRI ISDN)		$22.14		
109.11.3.5	PBX DID Port		$9.48		
109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
109.11.4.1	Analog Port		$5.16		
109.11.4.2	Analog Port, Residential end user credit	LAWUR	($1.92)		1
109.11.4.3	Effective QLSP™ Residential Analog Port		$3.24		1
109.11.4.4	Digital Port (Supporting BRI ISDN)		$22.14		
109.11.4.5	PBX DID Port		$9.48		
109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
109.11.5.1	Analog Port		$4.52		
109.11.5.2	Analog Port, Residential end user credit	LAWUR	($1.34)		1
109.11.5.3	Effective QLSP™ Residential Analog Port		$3.18		1
109.11.5.4	Digital Port (Supporting BRI ISDN)		$22.14		
109.11.5.5	PBX DID Port		$9.48		
109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
109.11.6.1	Analog Port		$4.19		
109.11.6.2	Analog Port, Residential end user credit	LAWUR	($1.08)		1
109.11.6.3	Effective QLSP™ Residential Analog Port		$3.11		1
109.11.6.4	Digital Port (Supporting BRI ISDN)		$22.14		
109.11.6.5	PBX DID Port		$9.48		
109.11.7	**Local Switch Usage**				
109.11.7.1	QLSP™ Residential and Business (Per MOU)		$0.001574		
109.11.7.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.320		
109.11.8	**Switch Features**				2
109.11.8.1	Account Codes - per system	AZBPS		$81.45	
109.11.8.2	Attendant Access Line - per station line	DZR		$1.18	
109.11.8.3	Audible Message Waiting	MGN, MWW		$1.03	
109.11.8.4	Authorization Codes - per system	AFYPS		$243.60	
109.11.8.5	Automatic Line	ETVPB		$0.35	
109.11.8.6	Automatic Route Selection - Common Equip. per system	F5GPG		$2,137.36	
109.11.8.7	Call Drop	FID ONLY		$0.35	
109.11.8.8	Call Exclusion - Automatic	NXB (ISDN)		$1.03	
109.11.8.9	Call Exclusion - Manual	NA-FID (IDSN)		$0.68	
109.11.8.10	Call Forwarding Don't Answer / Call Forwarding Busy, Customer Programmable, per Line	FSW		$1.03	
109.11.8.11	Call Forwarding: Busy Line/Don't Answer Programmable Svc Establishment	SEPFA		$15.94	
109.11.8.12	Call Waiting Indication - per timing state	WUT		$1.03	
109.11.8.13	Centrex Common Equipment	HYE, HYS		$1,227.95	
109.11.8.14	CLASS - Call Trace, Per Occurrence	NO USOC		$1.55	
109.11.8.15	CLASS - Continuous Redial	NSS		$1.28	
109.11.8.16	CLASS - Last Call Return	NSQ		$1.29	
109.11.8.17	CLASS - Priority Calling	NSK		$1.23	
109.11.8.18	CLASS - Selective Call Forwarding	NCE		$1.28	
109.11.8.19	CLASS - Selective Call Rejection	NSY		$1.23	
109.11.8.20	CMS - Pack Control Capability	PTGPS		$494.55	
109.11.8.21	CMS - System Establishment - Initial Installation	MB5XX		$989.10	
109.11.8.22	CMS - System Establishment - Subsequent Installation	CPVWO		$494.55	
109.11.8.23	Conference Calling - Meet Me	MJJPK		$43.24	
109.11.8.24	Conference Calling - Preset	MO9PK		$43.24	
109.11.8.25	Direct Station Selection / Busy Lamp Field, per Arrangement	BUD		$0.35	
109.11.8.26	Directed Call Pickup with Barge-in	8MD		$20.53	
109.11.8.27	Directed Call Pickup without Barge-in	89D		$20.53	
109.11.8.28	Distinctive Ring/Distinctive Call Waiting	RNN		$41.04	
109.11.8.29	Expensive Route Warning Tone- per system	AQWPS		$73.21	
109.11.8.30	Facility Restriction Level - per system	FRKPS		$45.04	
109.11.8.31	Group Intercom	GCN		$0.46	
109.11.8.32	Hot Line - per line	HLA, HLN		$1.03	
109.11.8.33	Hunting: Multiposition Hunt Queuing	MH5		$39.28	

			USOC	Recurring	Non-Recurring	Notes
	109.11.8.34	Hunting: Multiposition with Announcement in Queue	MHW		$39.28	
	109.11.8.35	Hunting: Multiposition with Music in Queue	MOHPS		$41.48	
	109.11.8.36	ISDN Short Hunt	NHGPG		$1.73	
	109.11.8.37	Loudspeaker Paging - per trunk group	PTQPG		$179.71	
	109.11.8.38	Make Busy Arrangements - per group	A9AEX, P89		$0.68	
	109.11.8.39	Make Busy Arrangements - per line	MB1		$0.68	
	109.11.8.40	Message Center - per main station line	MFR		$0.35	
	109.11.8.41	Message Waiting Visual	MV5		$0.35	
	109.11.8.42	Music On Hold - per system	MHHPS		$23.55	
	109.11.8.43	Privacy Release	K7KPK		$0.48	
	109.11.8.44	Query Time	QT1PK		$0.35	
	109.11.8.45	SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$180.49	
	109.11.8.46	Station Camp-On Service - per main station	CPK		$0.35	
	109.11.8.47	Time of Day Control for ARS - per system	ATBPS		$128.09	
	109.11.8.48	Time of Day NCOS Update	A4T		$0.55	
	109.11.8.49	Time of Day Routing - per line	ATB		$0.52	
	109.11.8.50	Trunk Verification from Designated Station	BV5		$0.40	
	109.11.8.51	UCD in hunt group - per line	MHM, H6U, N2T		$0.68	
109.11.9	**Other**	**Other**				
	109.11.9.1	Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.11.9.2	PBX DID Complex Translation Digits Outpulsed Changed Signaling			$14.62	
	109.11.9.3	PBX DID Complex Translations Signaling Change			$34.12	
	109.11.9.4	PBX DID Block Compromise			$26.75	
	109.11.9.5	PBX DID Reserve Sequential Number Block			$25.59	
	109.11.9.6	PBX DID Trunk Terminations			$24.03	
	109.11.9.7	PBX DID Reserve Nonsequential Telephone Number			$23.89	
	109.11.9.8	PBX DID Nonsequential Telephone Numbers			$35.94	
109.11.10	**Subsequent Order Charge**		NHCUU		$13.40	4
109.11.11	**Qwest Corporation (QC) IntraLATA Toll, LPIC 5123**				See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20	**Miscellaneous Charges**					5
109.20.1	**Non-Design**					
	109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2	**Design**					
	109.20.2.1	Maintenance of Service				
	109.20.2.1.1	Basic				
	109.20.2.1.1.1	First Increment	MVWXX		**	
	109.20.2.1.1.2	Each Additional Increment	MVW1X		**	
	109.20.2.1.2	Overtime				
	109.20.2.1.2.1	First Increment	MVWQX		**	
	109.20.2.1.2.2	Each Additional Increment	MVW2X		**	
	109.20.2.1.3	Premium				
	109.20.2.1.3.1	First Increment	MVWPX		**	
	109.20.2.1.3.2	Each Additional Increment	MVW3X		**	
	109.20.2.2	Optional Testing (Additional Labor)				
	109.20.2.2.1	Basic, First and Each Additional Increment	OTN0X		**	
	109.20.2.2.2	Overtime, First and Each Additional Increment	OTNQX		**	
	109.20.2.2.3	Premium, First and Each Additional Increment	OTNPX		**	
	109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
	109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3	**Design and Non-Design**					
	109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		**	
	109.20.3.2	Premises Work Charge				
	109.20.3.2.1	Basic				
	109.20.3.2.1.1	First Increment	HRD11		**	
	109.20.3.2.1.2	Each Additional Increment	HRDA1		**	
	109.20.3.2.2	Overtime				
	109.20.3.2.2.1	First Increment	HRD12		**	
	109.20.3.2.2.2	Each Additional Increment	HRDA2		**	
	109.20.3.2.3	Premium				
	109.20.3.2.3.1	First Increment	HRD13		**	
	109.20.3.2.3.2	Each Additional Increment	HRDA3		**	
	109.20.3.3	Network Premises Work Charge				
	109.20.3.3.1	Basic				
	109.20.3.3.1.1	First Increment	HRH11		**	
	109.20.3.3.1.2	Each Additional Increment	HRHA1		**	
	109.20.3.3.2	Overtime				
	109.20.3.3.2.1	First Increment	HRH12		**	

Qwest Local Services Platform™ (QLSP™) Rate Page - Montana
January 1, 2007 through Term*

	USOC	Recurring	Non-Recurring	Notes
109.20.3.3.2.2 Each Additional Increment	HRHA2		**	
109.20.3.3.3 Premium				
109.20.3.3.3.1 First Increment	HRH13		**	
109.20.3.3.3.2 Each Additional Increment	HRHA3		**	
109.20.3.4 Date Change	VT6DC		**	
109.20.3.5 Design Change	H28		**	
109.20.3.6 Expedite Charge, Per day advanced	EODDB		**	
109.20.3.7 Cancellation Charge	No USOC		ICB	
109.23 QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 QLSP™ PBX DID Trunks				
109.23.1.2.1 First Trunk	URCCD		$30.18	
109.23.1.2.2 Each Additional			$2.82	
109.23.1.3 QLSP™ ISDN BRI				
109.23.1.3.1 First	URCCU		$32.04	
109.23.1.3.2 Each Additional			$2.82	
109.23.2 Installation Nonrecurring Charges				
109.23.2.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
109.23.2.2 QLSP™ Analog DID PBX Trunks			$165.61	
109.23.2.3 QLSP™ ISDN-BRI			$318.00	
109.23.3 Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4 Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112 Operational Support Systems				
112.1 Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2 Ongoing Operations, per Local Service Request				
112.3 Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1   QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2   QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3   Reserved for future use.

4   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

			USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**					
	109.8.1	QLSP™ Residential and Business (Per MOU)		$0.0011100		
	109.8.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.35		
109.11	**Local Switching Purchased As Part of QLSP™**					
	109.11.1	**Ports, Basic Plan**				
		109.11.1.1 Analog Port		$7.23		
		109.11.1.2 Residential end user credit	LAWUR	($4.96)		1
		109.11.1.3 Effective QLSP™ Residential Analog Port		$2.27		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$24.30		
		109.11.1.5 PBX DID Port		$5.69		
	109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
		109.11.2.1 Analog Port		$6.87		
		109.11.2.2 Analog Port, Residential end user credit	LAWUR	($4.62)		1
		109.11.2.3 Effective QLSP™ Residential Analog Port		$2.25		1
		109.11.2.4 Digital Port (Supporting BRI ISDN)		$24.30		
		109.11.2.5 PBX DID Port		$5.69		
	109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
		109.11.3.1 Analog Port		$6.51		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	($4.28)		1
		109.11.3.3 Effective QLSP™ Residential Analog Port		$2.22		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$24.30		
		109.11.3.5 PBX DID Port		$5.69		
	109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
		109.11.4.1 Analog Port		$5.78		
		109.11.4.2 Analog Port, Residential end user credit	LAWUR	($3.60)		1
		109.11.4.3 Effective QLSP™ Residential Analog Port		$2.18		1
		109.11.4.4 Digital Port (Supporting BRI ISDN)		$24.30		
		109.11.4.5 PBX DID Port		$5.69		
	109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
		109.11.5.1 Analog Port		$5.06		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	($2.93)		1
		109.11.5.3 Effective QLSP™ Residential Analog Port		$2.13		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$24.30		
		109.11.5.5 PBX DID Port		$5.69		
	109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
		109.11.6.1 Analog Port		$4.70		
		109.11.6.2 Analog Port, Residential end user credit	LAWUR	($2.61)		1
		109.11.6.3 Effective QLSP™ Residential Analog Port		$2.09		1
		109.11.6.4 Digital Port (Supporting BRI ISDN)		$24.30		
		109.11.6.5 PBX DID Port		$5.69		
	109.11.7	**Local Switch Usage**				
		109.11.7.1 QLSP™ Residential and Business (Per MOU)		$0.001475		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.24		
	109.11.8	**Switch Features**				2
		109.11.8.1 Account Codes - per system	AZBPS		$81.45	
		109.11.8.2 Attendant Access Line - per station line	0ZR		$1.18	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$1.03	
		109.11.8.4 Authorization Codes - per system	AFYPS		$243.60	
		109.11.8.5 Automatic Line	ETVPB		$0.35	
		109.11.8.6 Automatic Route Selection - Common Equip, per system	F5GPG		$2,137.36	
		109.11.8.7 Call Drop	NA-FID		$0.35	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$1.03	
		109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$0.68	
		109.11.8.10 Call Forwarding Don't Answer / Call Forwarding Busy, Customer Programmable, per Line	FSW		$1.03	
		109.11.8.11 Call Forwarding: Busy Line/Don't Answer Programmable Svc. Establishment	SEPFA		$15.94	
		109.11.8.12 Call Waiting Indication - per timing state	WUT		$1.03	
		109.11.8.13 Centrex Common Equipment	HYE, HYS		$1,227.95	
		109.11.8.14 CLASS - Call Trace, Per Occurrence	NO USOC		$1.55	
		109.11.8.15 CLASS - Continuous Redial	NSS		$1.28	
		109.11.8.16 CLASS - Last Call Return	NSQ		$1.28	
		109.11.8.17 CLASS - Priority Calling	NSK		$1.23	
		109.11.8.18 CLASS - Selective Call Forwarding	NCE		$1.28	
		109.11.8.19 CLASS - Selective Call Rejection	NSY		$1.23	
		109.11.8.20 CMS - Pack Control Capability	PTGPS		$494.55	
		109.11.8.21 CMS - System Establishment - Initial Installation	MBSXX		$989.10	
		109.11.8.22 CMS - System Establishment - Subsequent Installation	CPVWO		$494.55	
		109.11.8.23 Conference Calling - Meet Me	MJJPK		$43.24	
		109.11.8.24 Conference Calling - Preset	MO9PK		$43.24	
		109.11.8.25 Direct Station Selection / Busy Lamp Field, per Arrangement	BUD		$0.35	
		109.11.8.26 Directed Call Pickup with Barge-in	6MD		$20.53	
		109.11.8.27 Directed Call Pickup without Barge-in	69D		$20.53	
		109.11.8.28 Distinctive Ring/Distinctive Call Waiting	RNN		$41.04	
		109.11.8.29 Expensive Route Warning Tone- per system	AQWPS		$73.21	
		109.11.8.30 Facility Restriction Level - per system	FRKPS		$45.04	
		109.11.8.31 Group Intercom	GCN		$0.46	
		109.11.8.32 Hot Line - per line	HLA, HLN		$1.03	
		109.11.8.33 Hunting: Multiposition Hunt Queuing	MH5		$39.28	
		109.11.8.34 Hunting: Multiposition with Announcement in Queue	MHW		$39.28	
		109.11.8.35 Hunting: Multiposition with Music in Queue	MOHPS		$41.48	
		109.11.8.36 ISDN Short Hunt	NHGPG		$1.73	
		109.11.8.37 Loudspeaker Paging - per trunk group	PTQPG		$179.71	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.38 Make Busy Arrangements - per group	A9AEX, P89		$0.68	
109.11.8.39 Make Busy Arrangements - per line	MB1		$0.68	
109.11.8.40 Message Center - per main station line	MFR		$0.35	
109.11.8.41 Message Waiting Visual	MV6		$0.35	
109.11.8.42 Music On Hold - per system	MHHPS		$23.55	
109.11.8.43 Privacy Release	K7KPK		$0.48	
109.11.8.44 Query Time	QT1PK		$0.35	
109.11.8.45 SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$180.49	
109.11.8.46 Station Camp-On Service - per main station	CPK		$0.35	
109.11.8.47 Time of Day Control for ARS - per system	ATBP$		$128.09	
109.11.8.48 Time of Day NCOS Update	A4T		$0.55	
109.11.8.49 Time of Day Routing - per line	ATB		$0.52	
109.11.8.50 Trunk Verification from Designated Station	BVS		$0.40	
109.11.8.51 UCD in hunt group - per line	MHM, HBU, NZT		$0.68	
109.11.9 **Other**				
109.11.9.1 Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			14.96	
109.11.9.3 PBX DID Complex Translations Signaling Change			34.90	
109.11.9.4 PBX DID Block Compromise			26.34	
109.11.9.5 PBX DID Group of 20 Numbers			35.04	
109.11.9.6 PBX DID Reserve Sequential # Block			26.18	
109.11.9.7 PBX DID Reserve Non Sequential TN			24.44	
109.11.9.8 PBX DID NonSequential TN			36.77	
109.11.10 Subsequent Order Charge	NHCUU		14.13	4
109.11.11 Qwest Corporation (QC) IntraLATA Toll, LPIC 5123			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20 Miscellaneous Charges				6
109.20.1 Non-Design				
109.20.1.1 Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2 Design				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1.1 First Increment	MVWXX		**	
109.20.2.1.1.2 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2.1 First Increment	MVWOX		**	
109.20.2.1.2.2 Each Additional Increment	MVW2X		**	
109.20.2.1.3 Premium				
109.20.2.1.3.1 First Increment	MVWPX		**	
109.20.2.1.3.2 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3 Design and Non-Design				
109.20.3.1 Trip Charge - Premises Visit Charge	No USOC		**	
109.20.3.2 Premises Work Charge				
109.20.3.2.1 Basic				
109.20.3.2.1.1 First Increment	HRD11		**	
109.20.3.2.1.2 Each Additional Increment	HRDA1		**	
109.20.3.2.2 Overtime				
109.20.3.2.2.1 First Increment	HRD12		**	
109.20.3.2.2.2 Each Additional Increment	HRDA2		**	
109.20.3.2.3 Premium				
109.20.3.2.3.1 First Increment	HRD13		**	
109.20.3.2.3.2 Each Additional Increment	HRDA3		**	
109.20.3.2.4 Network Premises Work Charge				
109.20.3.2.4.1 Basic, First Increment	HRR11		**	
109.20.3.2.4.2 Basic, Each Additional Increment	HRRA1		**	
109.20.3.2.4.3 Overtime, First Increment	HRR12		**	
109.20.3.2.4.4 Overtime, Each Additional Increment	HRRA2		**	
109.20.3.2.4.5 Premium, First Increment	HRR13		**	
109.20.3.2.4.6 Premium, Each Additional Increment	HRRA3		**	
109.20.3.3 Date Change	VT6DC		**	
109.20.3.4 Design Change	H28		**	

			USOC	Recurring	Non-Recurring	Notes
	109.20.3.5	Expedite Charge, Per day advanced	EODDB		**	
	109.20.3.6	Cancellation Charge	No USOC		ICB	
109.23	QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)					
	109.23.1	Conversion Nonrecurring Charges				
		109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
		109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
		109.23.1.1.3 First Line (Manual)	URCCV		$16.00	
		109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
		109.23.1.2 QLSP™ PBX DID Trunks				
		109.23.1.2.1 First Trunk	URCCD		$26.89	
		109.23.1.2.2 Each Additional			$3.26	
		109.23.1.3 QLSP™ ISDN BRI				
		109.23.1.3.1 First	URCCU		$27.82	
		109.23.1.3.2 Each Additional			$3.26	
	109.23.2	Installation Nonrecurring Charges				
		109.23.2.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
		109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
		109.23.2.2 QLSP™ Analog DID PBX Trunks			$186.57	
		109.23.2.3 QLSP™ ISDN-BRI			$325.30	
	109.23.3	Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.23.4	Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	Operational Support Systems					
	112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
	112.2	Ongoing Operations, per Local Service Request				
	112.3	Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

		USOC	Recurring	Non-Recurring	Notes
109.2	Loops Purchased As Part of QLSP™ In the following nine Omaha Nebraska Wire Centers: Omaha Douglas, Omaha Izard Street, Omaha 90th Street, Omaha Fort Street, Omaha Fowler Street, Omaha O Street, Omaha 78th Street, Omaha 135th Street, and Omaha 156th Street.				
109.2.1	2-Wire Voice Grade Loops Purchased As Part of QLSP™		$12.14		
109.2.2	Basic Rate ISDN Loop Purchased As Part of QLSP™		$12.14		
109.2.3	4-Wire Voice Grade Loops Purchased As Part of QLSP™		$23.83		
109.8	Shared Transport Purchased As Part of QLSP™				
109.8.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.0011100		
109.8.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.35		
109.11	Local Switching Purchased As Part of QLSP™				
109.11.1	Ports, Basic Plan				
109.11.1.1	Analog Port		$9.43		
109.11.1.2	Residential end user credit	LAWUR	($5.16)		1
109.11.1.3	Effective QLSP™ Residential Analog Port		$4.27		1
109.11.1.4	Digital Port (Supporting BRI ISDN)		$15.54		
109.11.1.5	PBX DID Port		$9.96		
109.11.2	Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
109.11.2.1	Analog Port		$8.96		
109.11.2.2	Analog Port, Residential end user credit	LAWUR	($4.73)		1
109.11.2.3	Effective QLSP™ Residential Analog Port		$4.23		1
109.11.2.4	Digital Port (Supporting BRI ISDN)		$15.54		
109.11.2.5	PBX DID Port		$9.96		
109.11.3	Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
109.11.3.1	Analog Port		$8.49		
109.11.3.2	Analog Port, Residential end user credit	LAWUR	($4.30)		1
109.11.3.3	Effective QLSP™ Residential Analog Port		$4.18		1
109.11.3.4	Digital Port (Supporting BRI ISDN)		$15.54		
109.11.3.5	PBX DID Port		$9.96		
109.11.4	Ports, If 110% YOY Volume Growth Plan Requirements Are Met				
109.11.4.1	Analog Port		$7.54		
109.11.4.2	Analog Port, Residential end user credit	LAWUR	($3.44)		1
109.11.4.3	Effective QLSP™ Residential Analog Port		$4.10		1
109.11.4.4	Digital Port (Supporting BRI ISDN)		$15.54		
109.11.4.5	PBX DID Port		$9.96		
109.11.5	Ports, If 120% YOY Volume Growth Plan Requirements Are Met				
109.11.5.1	Analog Port		$6.80		
109.11.5.2	Analog Port, Residential end user credit	LAWUR	($2.89)		1
109.11.5.3	Effective QLSP™ Residential Analog Port		$4.01		1
109.11.5.4	Digital Port (Supporting BRI ISDN)		$15.54		
109.11.5.5	PBX DID Port		$9.96		
109.11.6	Ports, If 135% YOY Volume Growth Plan Requirements Are Met				
109.11.6.1	Analog Port		$6.13		
109.11.6.2	Analog Port, Residential end user credit	LAWUR	($2.20)		1
109.11.6.3	Effective QLSP™ Residential Analog Port		$3.93		1
109.11.6.4	Digital Port (Supporting BRI ISDN)		$15.54		
109.11.6.5	PBX DID Port		$9.96		
109.11.7	Local Switch Usage				
109.11.7.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.00128		
109.11.7.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.060		
109.11.8	Switch Features				2
109.11.8.1	Account Codes, per System	AZ8PS		$75.47	
109.11.8.2	Attendant Access Line, per Station Line	DZR		$1.09	
109.11.8.3	Audible Message Waiting	MGN, MWW		$0.95	
109.11.8.4	Authorization Codes, per System	AFYPS		$225.72	
109.11.8.5	Automatic Line	ETVPB		$0.32	
109.11.8.6	Automatic Route Selection - Common Equipment, per System	F5GPG		$1,980.44	
109.11.8.7	Call Drop	NA-FID		$0.32	
109.11.8.8	Call Exclusion - Automatic	NXB (ISDN)		$0.95	
109.11.8.9	Call Exclusion - Manual	NA-FID (IDSN)		$0.63	
109.11.8.10	Call Forwarding: Busy Line - Incoming Only	59B1X		$35.77	
109.11.8.11	Call Forwarding: Busy Line / Don't Answer Programmable Service Establishment	SEPFA		$14.77	
109.11.8.12	Call Forwarding: Don't Answer - Incoming Only	69A		$35.77	
109.11.8.13	Call Forwarding: Don't Answer / Call Forwarding Busy, Customer Programmable, per Line	FSW		$0.95	
109.11.8.14	Call Waiting Indication, per Timing State	WUT		$0.95	
109.11.8.15	Centrex Common Equipment	HYE, HYS		$1,137.79	
109.11.8.16	CLASS - Call Trace, Per Occurrence	NO USOC		$1.42	
109.11.8.17	CMS - Packet Control Capability, per System	PTGPS		$458.24	
109.11.8.18	CMS - System Establishment - Initial Installation	MB5XX		$916.48	
109.11.8.19	CMS - System Establishment - Subsequent Installation	CPVWO		$458.24	
109.11.8.20	Conference Calling - Meet Me	MJJPK		$40.06	
109.11.8.21	Conference Calling - Preset	MQ9PK		$40.06	
109.11.8.22	Direct Station Selection / Busy Lamp Field, per Arrangement	BUD		$0.32	
109.11.8.23	Directed Call Pickup with Barge-in	6MD		$19.02	
109.11.8.24	Directed Call Pickup without Barge-in	69D		$19.02	
109.11.8.25	Distinctive Ring / Distinctive Call Waiting	RNN		$38.03	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.26 Expensive Route Warning Tone, per System	AQWPS		$67.83	
109.11.8.27 Facility Restriction Level, per System	FRKPS		$41.73	
109.11.8.28 Group Intercom	GCN		$0.43	
109.11.8.29 Hot Line, per Line	HLA, HLN		$0.95	
109.11.8.30 Hunting: Multiposition Hunt Queuing	MH5		$36.40	
109.11.8.31 Hunting: Multiposition with Announcement in Queue	MHW		$36.40	
109.11.8.32 Hunting: Multiposition with Music in Queue	MQHPS		$38.43	
109.11.8.33 ISDN Short Hunt	NHGPG		$1.60	
109.11.8.34 Loudspeaker Paging, per Trunk Group	PTQPG		$166.52	
109.11.8.35 Make Busy Arrangements, per Group	A9AEX, P89		$0.63	
109.11.8.36 Make Busy Arrangements, per Line	MB1		$0.63	
109.11.8.37 Message Center, per Main Station Line	MFR		$0.32	
109.11.8.38 Message Waiting Visual	MV6		$0.32	
109.11.8.39 Music On Hold, per System	MHHPS		$21.82	
109.11.8.40 Privacy Release	K7KPK		$0.45	
109.11.8.41 Query Time	QT1PK		$0.32	
109.11.8.42 SMDR-P - Archived Data	SR7CX		$167.23	
109.11.8.43 SMDR-P - Service Establishment, Initial Installation	SEPSP, SEPSR		$314.53	
109.11.8.44 Station Camp-On Service, per Main Station	CPK		$0.32	
109.11.8.45 Time of Day Control for ARS, per System	ATBPS		$118.69	
109.11.8.46 Time of Day NCOS Update	A4T		$0.51	
109.11.8.47 Time of Day Routing, per Line	ATB		$0.49	
109.11.8.48 Trunk Verification from Designated Station	BVS		$0.37	
109.11.8.49 UCD in Hunt Group, per Line	MHM, H6U, NZT		$0.63	
109.11.9 **Other**				
109.11.9.1 Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			$13.66	
109.11.9.3 PBX DID Complex Translations Signaling Change			$31.81	
109.11.9.4 PBX DID Block Compromise			$23.86	
109.11.9.5 PBX DID Group of 20 Numbers			$24.48	
109.11.9.6 PBX DID Reserve Sequential # Block			$23.71	
109.11.9.7 PBX DID Reserve Nonsequential Telephone Numbers			$22.14	
109.11.9.8 PBX DID Nonsequential Telephone Numbers			$26.09	
109.11.10 **Subsequent Order Charge**	NHCUU		$12.80	4
109.11.11 **Qwest Corporation (QC) IntraLATA Toll, LPIC 5123**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20 **Miscellaneous Charges**				6
109.20.1 **Non-Design**				
109.20.1.1 Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2 **Design**				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1 First Increment	MVWXX		**	
109.20.2.1.1 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2 First Increment	MVWQX		**	
109.20.2.1.2 Each Additional Increment	MVW2X		**	
109.20.2.1.3 Premium				
109.20.2.1.3 First Increment	MVWPX		**	
109.20.2.1.3 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	OTNQX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3 **Design and Non-Design**				
109.20.3.1 Trip Charge - Premises Visit Charge	No USOC		**	
109.20.3.2 Premises Work Charge				
109.20.3.2.1 Basic				
109.20.3.2.1 First Increment	HRD11		**	
109.20.3.2.1 Each Additional Increment	HRDA1		**	
109.20.3.2.2 Overtime				
109.20.3.2.2 First Increment	HRD12		**	
109.20.3.2.2 Each Additional Increment	HRDA2		**	
109.20.3.2.3 Premium				
109.20.3.2.3 First Increment	HRD13		**	
109.20.3.2.3 Each Additional Increment	HRDA3		**	

			USOCs	Recurring	Non-Recurring	Notes
	109.20.3.2.4	Network Premises Work Charge				
		109.20.3.2.4. Basic, First Increment	HRR11		**	
		109.20.3.2.4. Basic, Each Additional Increment	HRRA1		**	
		109.20.3.2.4. Overtime, First Increment	HRR12		**	
		109.20.3.2.4. Overtime, Each Additional Increment	HRRA2		**	
		109.20.3.2.4. Premium, First Increment	HRR13		**	
		109.20.3.2.4. Premium, Each Additional Increment	HRRA3		**	
	109.20.3.3	Date Change	VT6DC		**	
	109.20.3.4	Design Change	H28		**	
	109.20.3.5	Expedite Charge, Per day advanced	EQDDB		**	
	109.20.3.6	Cancellation Charge	No USOC		ICB	
109.23	**QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)**					
	109.23.1	**Conversion NRCs**				
		109.23.1.1 **QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential**				
		109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
		109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
		109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
		109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
		109.23.1.2 **QLSP™ PBX DID Trunks**				
		109.23.1.2.1 First Trunk	URCCD		$23.45	
		109.23.1.2.2 Each Additional			$2.95	
		109.23.1.3 **QLSP™ ISDN BRI**				
		109.23.1.3.1 First	URCCU		$25.20	
		109.23.1.3.2 Each Additional			$2.95	
	109.23.2	**Installation NRCs**				
		109.23.2.1 **QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential**				
		109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
		109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
		109.23.2.2 **QLSP™ Analog DID PBX Trunks**			$188.04	
		109.23.2.3 **QLSP™ ISDN-BRI**			$244.28	
	109.23.3	**Qwest AIN Features**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.23.4	**Qwest Voice Messaging Services**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	**Operational Support Systems**					
	112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
	112.2	Ongoing Operations, per Local Service Request				
	112.3	Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

		USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**				
109.8.1	QLSP™ Residential and Business (Per MOU)		$0.0001252		
109.8.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.04		
109.11	**Local Switching Purchased As Part of QLSP™**				
109.11.1	**Ports, Basic Plan**				
109.11.1.1	Analog Port		$7.07		
109.11.1.2	Residential end user credit	LAWUR	($1.78)		1
109.11.1.3	Effective QLSP™ Residential Analog Port		$5.29		1
109.11.1.4	Digital Port (Supporting BRI ISDN)		$10.37		
109.11.1.5	PBX DID Port		$3.92		
109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
109.11.2.1	Analog Port		$6.72		
109.11.2.2	Analog Port, Residential end user credit	LAWUR	($1.48)		1
109.11.2.3	Effective QLSP™ Residential Analog Port		$5.24		1
109.11.2.4	Digital Port (Supporting BRI ISDN)		$10.37		
109.11.2.5	PBX DID Port		$3.92		
109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
109.11.3.1	Analog Port		$6.36		
109.11.3.2	Analog Port, Residential end user credit	LAWUR	($1.18)		1
109.11.3.3	Effective QLSP™ Residential Analog Port		$5.18		1
109.11.3.4	Digital Port (Supporting BRI ISDN)		$10.37		
109.11.3.5	PBX DID Port		$3.92		
109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
109.11.4.1	Analog Port		$5.66		
109.11.4.2	Analog Port, Residential end user credit	LAWUR	($0.68)		1
109.11.4.3	Effective QLSP™ Residential Analog Port		$5.08		1
109.11.4.4	Digital Port (Supporting BRI ISDN)		$10.37		
109.11.4.5	PBX DID Port		$3.92		
109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
109.11.5.1	Analog Port		$4.95		
109.11.5.2	Analog Port, Residential end user credit	LAWUR	$0.02		1
109.11.5.3	Effective QLSP™ Residential Analog Port		$4.97		1
109.11.5.4	Digital Port (Supporting BRI ISDN)		$10.37		
109.11.5.5	PBX DID Port		$3.92		
109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
109.11.6.1	Analog Port		$4.60		
109.11.6.2	Analog Port, Residential end user credit	LAWUR	$0.27		1
109.11.6.3	Effective QLSP™ Residential Analog Port		$4.87		1
109.11.6.4	Digital Port (Supporting BRI ISDN)		$10.37		
109.11.6.5	PBX DID Port		$3.92		
109.11.7	**Local Switch Usage**				
109.11.7.1	QLSP™ Residential and Business (Per MOU)		$0.0011083		
109.11.7.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.93		
109.11.8	**Switch Features**				2
109.11.8.1	Account Codes - per system	AZ8PS		$80.15	
109.11.8.2	Attendant Access Line - per station line	DZR		$1.15	
109.11.8.3	Audible Message Waiting	MGN, MWW		$1.01	
109.11.8.4	Authorization Codes - per system	AFYPS		$239.75	
109.11.8.5	Automatic Line (per station line)	ETVPB		$0.34	
109.11.8.6	Automatic Route Selection - Common Equip. per system	F5GPG		$2,103.53	
109.11.8.7	Call Drop	NA-FID		$0.34	
109.11.8.8	Call Exclusion - Automatic	NXB (ISDN)		$1.01	
109.11.8.9	Call Exclusion - Manual	NA-FID (ISDN)		$0.67	
109.11.8.10	Call Forwarding: Busy Line/Don't Answer Prog Svc. Estab	SEPFA		$15.69	
109.11.8.11	Call Forwarding: Don't Answer	69H, 69HHG, EVO, EVOHG		$37.99	
109.11.8.12	Call Waiting Indication - per timing state	WUT		$1.01	
109.11.8.13	CENTREX COMMON EQUIPMENT	HYE, HYS		$1,208.51	
109.11.8.14	CF Don't Ans./CF Busy Cust Prog - Per Line	FSW		$1.01	
109.11.8.15	CLASS - Call Trace, Per Occurrence	NO USOC		$2.18	
109.11.8.16	CMS - Packet Control Capability, per System	PTGPS		$486.72	
109.11.8.17	CMS - System Establishment - Initial Installation	MB5XX		$973.44	
109.11.8.18	CMS - System Establishment - Subsequent Installation	CPVWO		$486.72	
109.11.8.19	Conference Calling - Meet Me	MJJPK		$42.56	
109.11.8.20	Conference Calling - Preset	MQ9PK		$42.56	
109.11.8.21	Dir Sta Sel/Busy Lamp Fld per arrangement	BUD		$0.34	
109.11.8.22	Directed Call Pickup with Barge-in	6MD		$20.20	
109.11.8.23	Directed Call Pickup without Barge-in	69D		$20.20	
109.11.8.24	Distinctive Ring/Distinctive Call Waiting	RNN		$40.39	
109.11.8.25	Expensive Route Warning Tone- per system	AQWPS		$72.05	
109.11.8.26	Facility Restriction Level - per system	FRKPS		$44.32	
109.11.8.27	Group Intercom	GCN		$0.46	
109.11.8.28	Hot Line - per line	HLA, HLN		$1.01	
109.11.8.29	Hunting: Multiposition Hunt Queuing	MH5		$36.88	
109.11.8.30	Hunting: Multiposition with Announcement in Queue	MHW		$38.66	
109.11.8.31	Hunting: Multiposition with Music in Queue	MOHPS		$40.82	

			USOC	Recurring	Non-Recurring	Notes
	109.11.8.32	ISDN Short Hunt	NHGPG		$1.70	
	109.11.8.33	Loudspeaker Paging - per trunk group	PTQPG		$176.87	
	109.11.8.34	Make Busy Arrangements - per group	A9AEX, P89		$0.67	
	109.11.8.35	Make Busy Arrangements - per line	MB1		$0.67	
	109.11.8.36	Message Center - per main station line	MFR		$0.34	
	109.11.8.37	Message Waiting Visual	MV6		$0.34	
	109.11.8.38	Music On Hold - per system	MHHPS		$23.18	
	109.11.8.39	Privacy Release	K7KPK		$0.48	
	109.11.8.40	Query Time	QT1PK		$0.34	
	109.11.8.41	SMDR-P - Archived Data	SR7CX		$177.63	
	109.11.8.42	SMDR-P - Service Establishment Chg., Initial Installation	SEPSP, SEPSR		$339.94	
	109.11.8.43	Station Camp-On Service - per main station	CPK		$0.34	
	109.11.8.44	Time of Day Control for ARS - per system	ATBPS		$128.06	
	109.11.8.45	Time of Day NCOS Update	A4T		$0.54	
	109.11.8.46	Time of Day Routing - per line	ATB		$0.52	
	109.11.8.47	Trunk Verification from Designated Station	BVS		$0.39	
	109.11.8.48	UCD in hunt group - per line	MHM, H6U, NZT		$0.67	
109.11.9	Other					
	109.11.9.1	Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.11.9.2	PBX DID Complex Translation Digits Outpulsed Signaling Chng.			$14.39	
	109.11.9.3	PBX DID Complex Translation Digits Signaling Chng			$33.58	
	109.11.9.4	PBX DID Block Compromise			$25.34	
	109.11.9.5	PBX DID Group of 20 Numbers			$33.71	
	109.11.9.6	PBX DID Reserve Sequential Number Block			$25.19	
	109.11.9.7	PBX DID Reserve Nonsequential TNs			$23.51	
	109.11.9.8	PBX DID Nonsequential TNs			$35.37	
109.11.10	Subsequent Order Charge		NHCUU		$12.75	4
109.11.11	Qwest Corporation (QC) IntraLATA Toll, LPIC 5123				See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20	Miscellaneous Charges					5
109.20.1	Non-Design					
	109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2	Design					
	109.20.2.1	Maintenance of Service				
		109.20.2.1.1 Basic				
		109.20.2.1.1. First Increment	MVWXX		**	
		109.20.2.1.1. Each Additional Increment	MVW1X		**	
		109.20.2.1.2 Overtime				
		109.20.2.1.2. First Increment	MVWOX		**	
		109.20.2.1.2. Each Additional Increment	MVW2X		**	
		109.20.2.1.3 Premium				
		109.20.2.1.3. First Increment	MVWPX		**	
		109.20.2.1.3. Each Additional Increment	MVW3X		**	
	109.20.2.2	Optional Testing (Additional Labor)				
		109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
		109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
		109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
	109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
	109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3	Design and Non-Design					
	109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		**	
	109.20.3.2	Premises Work Charge				
		109.20.3.2.1 Basic				
		109.20.3.2.1. First Increment	HRD11		**	
		109.20.3.2.1. Each Additional Increment	HRDA1		**	
		109.20.3.2.2 Overtime				
		109.20.3.2.2. First Increment	HRD12		**	
		109.20.3.2.2. Each Additional Increment	HRDA2		**	
		109.20.3.2.3 Premium				
		109.20.3.2.3. First Increment	HRD13		**	
		109.20.3.2.3. Each Additional Increment	HRDA3		**	
	109.20.3.3	Network Premises Work Charge				
		109.20.3.3.1 Basic				
		109.20.3.3.1. First Increment	HRH11		**	
		109.20.3.3.1. Each Additional Increment	HRHA1		**	
		109.20.3.3.2 Overtime				
		109.20.3.3.2. First Increment	HRH12		**	
		109.20.3.3.2. Each Additional Increment	HRHA2		**	

	USOC	Recurring	Non-Recurring	Notes
109.20.3.3.3 Premium				
109.20.3.3.3. First Increment	HRH13		**	
109.20.3.3.3. Each Additional Increment	HRHA3		**	
109.20.3.4 Date Change	VT6DC		**	
109.20.3.6 Design Change	H28		**	
109.20.3.6 Expedite Charge, Per day advanced	IEODDB		**	
109.20.3.7 Cancellation Charge	No USOC		ICB	
109.23 QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 QLSP™ PBX DID Trunks				
109.23.1.2.1 First Trunk	URCCD		$16.59	
109.23.1.2.2 Each Additional			$2.81	
109.23.1.3 QLSP™ ISDN BRI				
109.23.1.3.1 First	URCCU		$13.61	
109.23.1.3.2 Each Additional			$2.81	
109.23.2 Installation Nonrecurring Charges				
109.23.2.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
109.23.2.2 QLSP™ Analog DID PBX Trunks			$177.43	
109.23.2.3 QLSP™ ISDN-BRI			$312.97	
109.23.3 Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4 Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112 Operational Support Systems				
112.1 Development and Enhancements, per Local Service Request				
112.1.1 OSS Start Up - Per Electronic Order			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.1.2 OSS Start Up - Per Manual Order				
112.2 Ongoing Operations, per Local Service Request				
112.2.1 IMA Ongoing Maintenance, per Order			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2.2 EDI Ongoing Maintenance Expense, per Order				
112.3 Daily Usage Records File, per Record			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	

Notes

: Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1   QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2   QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3   Reserved for future use.

4   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

	USOC	Recurring	Non-Recurring	Notes
8	Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.			

		USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**				
109.8.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.0010400		
109.8.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.33		
109.11	**Local Switching Purchased As Part of QLSP™**				
109.11.1	**Ports, Basic Plan**				
109.11.1.1	Analog Port		$6.32		
109.11.1.2	Residential end user credit	LAWUR	($2.38)		1
109.11.1.3	Effective QLSP™ Residential Analog Port		$2.94		1
109.11.1.4	Digital Port (Supporting BRI ISDN)		$10.27		
109.11.1.5	PBX DID Port		$6.84		
109.11.2	**Ports, if 80% YOY Volume Retention Plan Requirements Are Met**				
109.11.2.1	Analog Port		$5.05		
109.11.2.2	Analog Port, Residential end user credit	LAWUR	($2.14)		1
109.11.2.3	Effective QLSP™ Residential Analog Port		$2.91		1
109.11.2.4	Digital Port (Supporting BRI ISDN)		$10.27		
109.11.2.5	PBX DID Port		$6.84		
109.11.3	**Ports, if 90% YOY Volume Retention Plan Requirements Are Met**				
109.11.3.1	Analog Port		$4.79		
109.11.3.2	Analog Port, Residential end user credit	LAWUR	($1.91)		1
109.11.3.3	Effective QLSP™ Residential Analog Port		$2.88		1
109.11.3.4	Digital Port (Supporting BRI ISDN)		$10.27		
109.11.3.5	PBX DID Port		$6.84		
109.11.4	**Ports, if 110% YOY Volume Growth Plan Requirements Are Met**				
109.11.4.1	Analog Port		$4.26		
109.11.4.2	Analog Port, Residential end user credit	LAWUR	($1.43)		1
109.11.4.3	Effective QLSP™ Residential Analog Port		$2.82		1
109.11.4.4	Digital Port (Supporting BRI ISDN)		$10.27		
109.11.4.5	PBX DID Port		$6.84		
109.11.5	**Ports, if 120% YOY Volume Growth Plan Requirements Are Met**				
109.11.5.1	Analog Port		$3.72		
109.11.5.2	Analog Port, Residential end user credit	LAWUR	($0.96)		1
109.11.5.3	Effective QLSP™ Residential Analog Port		$2.76		1
109.11.5.4	Digital Port (Supporting BRI ISDN)		$10.27		
109.11.5.5	PBX DID Port		$6.84		
109.11.6	**Ports, if 135% YOY Volume Growth Plan Requirements Are Met**				
109.11.6.1	Analog Port		$3.46		
109.11.6.2	Analog Port, Residential end user credit	LAWUR	($0.75)		1
109.11.6.3	Effective QLSP™ Residential Analog Port		$2.70		1
109.11.6.4	Digital Port (Supporting BRI ISDN)		$10.27		
109.11.6.5	PBX DID Port		$6.84		
109.11.7	**Local Switch Usage**				
109.11.7.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.00133		
109.11.7.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$1.12		
109.11.8	**Switch Features**				2
109.11.8.1	Account Codes, per System	AZ8PS		$99.05	
109.11.8.2	Attendant Access Line, per Station Line	DZR		$1.21	
109.11.8.3	Audible Message Waiting	MGN, MWW		$1.05	
109.11.8.4	Authorization Codes, per System	AFYPS		$254.47	
109.11.8.5	Automatic Line	ETVPB		$0.36	
109.11.8.6	Automatic Route Selection - Common Equipment, per System	F6GPG		$2,080.70	
109.11.8.7	Call Drop	NA-FID		$0.44	
109.11.8.8	Call Exclusion - Automatic	NXB (ISDN)		$1.05	
109.11.8.9	Call Forwarding: Busy Line	69J, 69JGH, EVB		$0.17	
109.11.8.10	Call Forwarding: Busy Line - Don't Answer (Expanded)	FVJ, FVJHG		$0.17	
109.11.8.11	Call Forwarding: Busy Line - Don't Answer (Overflow)	EV2, EV2HG		$0.17	
109.11.8.12	Call Forwarding: Busy Line - Don't Answer, Service Establishment	SEPFA		$21.07	
109.11.8.13	Call Forwarding: Busy Line - Incoming Only	69B1X		$36.87	
109.11.8.14	Call Forwarding: Busy Line (Expanded)	FBJ, FBJHG		$0.17	
109.11.8.15	Call Forwarding: Busy Line (External)	EVBHG		$0.17	
109.11.8.16	Call Forwarding: Busy Line (Overflow)	EVO, EVOHG		$0.17	
109.11.8.17	Call Forwarding: Busy Line (Programmable), Each Line	ERB		$0.17	
109.11.8.18	Call Forwarding: Don't Answer	EVD, EVDHG, 69H, 69HHG		$0.17	
109.11.8.19	Call Forwarding: Don't Answer (Expanded)	FDJ, FDJHG		$0.17	
109.11.8.20	Call Forwarding: Don't Answer (Programmable)	ERD		$0.17	
109.11.8.21	Call Forwarding: Don't Answer - Incoming Only	69A		$36.87	
109.11.8.22	Call Forwarding: Variable	ESM		$0.17	
109.11.8.23	Call Hold (Centrex)	6APPK		$0.17	
109.11.8.24	Call Transfer	EO3		$0.17	
109.11.8.25	Call Waiting / Cancel Call Waiting	ESX, 65Y		$0.17	
109.11.8.26	Call Waiting Indication - per Timing State	WUT		$1.05	
109.11.8.27	Centrex Common Equipment	HYE, HYS		$1,430.62	
109.11.8.28	CLASS - Call Trace, per Occurrence	NO USOC		$0.17	
109.11.8.29	CLASS – Calling Name & Number	NNK		$0.17	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.30 CLASS – Calling Number Delivery	NSD		$0.17	
109.11.8.31 CLASS – Calling Number Delivery - Blocking	NDD(ISDN), NKM, NKS		$0.17	
109.11.8.32 CLASS – Continuous Redial	NSS		$0.17	
109.11.8.33 CLASS – Last Call Return	NSQ		$0.17	
109.11.8.34 CLASS – Priority Calling	NSK		$0.17	
109.11.8.35 CLASS – Selective Call Forwarding	NCE		$0.17	
109.11.8.36 CLASS – Selective Call Rejection	NSY		$0.17	
109.11.8.37 CMS - Packet Control Capability, per System	PTGPS		$502.24	
109.11.8.38 CMS - System Establishment - Initial Installation	MB5XX		$1,004.48	
109.11.8.39 CMS - System Establishment - Subsequent Installation	CPVWO		$502.24	
109.11.8.40 Conference Calling - Meet Me	MJJPK		$46.50	
109.11.8.41 Conference Calling - Preset	MO9PK		$46.50	
109.11.8.42 Conference Calling - Station Dial (6-way)	GVT		$49.57	
109.11.8.43 Direct Station Selection / Busy Lamp Field, per Arrangement	BUD		$0.17	
109.11.8.44 Directed Call Pick up	6MD		$0.17	
109.11.8.45 Directed Call Pick up with Barge-In	69D		$0.17	
109.11.8.46 Distinctive Ring / Distinctive Call Waiting	RNN		$50.12	
109.11.8.47 Distinctive Ringing (Distinctive Alert)	WDD		$0.17	
109.11.8.48 Expensive Route Warning Tone, per System	AQWPS		$80.84	
109.11.8.49 Facility Restriction Level, per System	FRKPS		$43.02	
109.11.8.50 Group Intercom	GCN		$0.57	
109.11.8.51 Hot Line (Centrex), per Line	HLN		$0.17	
109.11.8.52 Hunting (Centrex)	NO USOC		$0.17	
109.11.8.53 Hunting: Multiposition Hunt Queuing	MH5		$37.48	
109.11.8.54 Hunting: Multiposition with Announcement in Queue	MHW		$37.48	
109.11.8.55 Hunting: Multiposition with Music in Queue	MOHPS		$37.02	
109.11.8.56 ISDN Short Hunt	NHGPG		$1.93	
109.11.8.57 Loudspeaker Paging, per Trunk Group	PTGPG		$194.83	
109.11.8.58 Make Busy Arrangements, per Group	A9AEX, P89		$0.61	
109.11.8.59 Make Busy Arrangements, per Line	MB1		$0.61	
109.11.8.60 Message Center, per Main Station Line	MFR		$0.44	
109.11.8.61 Message Waiting Visual	MV6		$0.44	
109.11.8.62 Music On Hold, per System	MHHPS		$31.59	
109.11.8.63 Privacy Release	K7KPK		$0.62	
109.11.8.64 Query Time	QT1PK		$0.44	
109.11.8.65 SMDR-P Archived Data	SR7CX		$165.29	
109.11.8.66 SMDR-P Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$361.84	
109.11.8.67 Speed Calling - Eight Code Capacity	ESL, GVJ, EZJ, GVZ		$0.17	
109.11.8.68 Speed Calling - Thirty Code Capacity	ESF, GV2, EVH, GVV		$0.17	
109.11.8.69 Station Camp - On Service, per Main Station	CPK		$0.44	
109.11.8.70 Three Way Calling	ESC		$0.17	
109.11.8.71 Time of Day Control for ARS, per System	ATBPS		$135.83	
109.11.8.72 Time of Day NCOS Update	A4T		$0.71	
109.11.8.73 Time of Day Routing, per Line	ATB		$0.67	
109.11.8.74 Trunk Verification from Designated Station	BVS		$0.61	
109.11.8.75 UCD in Hunt Group, per Line	MHM, H6U, NZT		$0.61	
109.11.8.76 Warm Line	WLS		$0.17	
109.11.9 **Other**				
109.11.9.1 Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2 PBX DID Complex Translation Digital Outpulsed Changed Signaling			$15.89	
109.11.9.3 PBX DID Complex Translation Signaling Change			$37.08	
109.11.9.4 PBX DID Block Compromise			$28.66	
109.11.9.5 PBX DID Reserve Sequential # Block			$28.60	
109.11.9.6 PBX DID Reserve Nonsequential Telephone Numbers			$24.71	
109.11.9.7 PBX DID Nonsequential Telephone Numbers			$34.27	
109.11.10 **Subsequent Order Charge**	NHCUU		$14.24	4
109.11.11 **Qwest Corporation (QC) IntraLATA Toll, LPIC 5123**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20 **Miscellaneous Charges**				5
109.20.1 **Non-Design**				
109.20.1.1 Trouble Isolation Charge (TIC)	MCE		**	
109.20.2 **Design**				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1.1 First Increment	MVWXX		**	
109.20.2.1.1.2 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2.1 First Increment	MVWOX		**	
109.20.2.1.2.2 Each Additional Increment	MVW2X		**	
109.20.2.1.3 Premium				
109.20.2.1.3.1 First Increment	MVWPX		**	

	USOC	Recurring	Non-Recurring	Notes
109.20.2.1.3.2 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3 Design and Non-Design				
109.20.3.1 Trip Charge - Premises Visit Charge	SCO		**	
109.20.3.2 Premises Work Charge				
109.20.3.2.1 Basic				
109.20.3.2.1.1 First Increment	HRD11		**	
109.20.3.2.1.2 Each Additional Increment	HRDA1		**	
109.20.3.2.2 Overtime				
109.20.3.2.2.1 First Increment	HRD12		**	
109.20.3.2.2.2 Each Additional Increment	HRDA2		**	
109.20.3.2.3 Premium				
109.20.3.2.3.1 First Increment	HRD13		**	
109.20.3.2.3.2 Each Additional Increment	HRDA3		**	
109.20.3.3 Network Premises Work Charge				
109.20.3.3.1 Basic, First Increment	HRR11		**	
109.20.3.3.2 Basic, Each Additional Increment	HRRA1		**	
109.20.3.3.3 Overtime, First Increment	HRR12		**	
109.20.3.3.4 Overtime, Each Additional Increment	HRRA2		**	
109.20.3.3.5 Premium, First Increment	HRR13		**	
109.20.3.3.6 Premium, Each Additional Increment	HRRA3		**	
109.20.3.4 Date Change	VT6DC		**	
109.20.3.5 Design Change	H28		**	
109.20.3.6 Expedite Charge, Per day advanced	EQDDB		**	
109.20.3.7 Cancellation Charge	No USOC		ICB	
109.23 QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)				
109.23.1 Conversion Nonrecurring Charges				
109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
109.23.1.1.3 First Line (Manual)	URCCV		$16.00	
109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
109.23.1.2 QLSP™ PBX DID Trunks				
109.23.1.2.1 First Trunk	URCCD		$30.11	
109.23.1.2.2 Each Additional			$2.85	
109.23.1.3 QLSP™ ISDN BRI				
109.23.1.3.1 First	URCCU		$32.01	
109.23.1.3.2 Each Additional			$2.85	
109.23.2 Installation Nonrecurring Charges				
109.23.2.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
109.23.2.2 QLSP™ Analog DID PBX Trunks			$15.82	
109.23.2.3 QLSP™ ISDN-BRI			$310.82	
109.23.3 Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4 Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112 Operational Support Systems				
112.1 Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2 Ongoing Operations, per Local Service Request				
112.3 Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification process.

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

† QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at

	USOC	Recurring	Non-Recurring	Notes

the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new Installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

			USOC	Recurring	Non-Recurring	Notes
109.8	**Shared Transport Purchased As Part of QLSP™**					
	109.8.1	QLSP™ Residential and Business (Per MOU)		$0.00138786		
	109.8.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.44		
109.11	**Local Switching Purchased As Part of QLSP™**					
	109.11.1	**Ports, Basic Plan**				
		109.11.1.1 Analog Port		$8.80		
		109.11.1.2 Residential end user credit	LAWUR	($5.16)		1
		109.11.1.3 Effective QLSP™ Residential Analog Port		$3.64		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$18.61		
		109.11.1.5 PBX DID Port		$11.06		
	109.11.2	**Ports, If 80% YOY Volume Retention Plan Requirements Are Met**				
		109.11.2.1 Analog Port		$8.36		
		109.11.2.2 Analog Port, Residential end user credit	LAWUR	($4.76)		1
		109.11.2.3 Effective QLSP™ Residential Analog Port		$3.60		1
		109.11.2.4 Digital Port (Supporting BRI ISDN)		$18.61		
		109.11.2.5 PBX DID Port		$11.06		
	109.11.3	**Ports, If 90% YOY Volume Retention Plan Requirements Are Met**				
		109.11.3.1 Analog Port		$7.92		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	($4.35)		1
		109.11.3.3 Effective QLSP™ Residential Analog Port		$3.57		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$18.61		
		109.11.3.5 PBX DID Port		$11.06		
	109.11.4	**Ports, If 110% YOY Volume Growth Plan Requirements Are Met**				
		109.11.4.1 Analog Port		$7.04		
		109.11.4.2 Analog Port, Residential end user credit	LAWUR	($3.55)		1
		109.11.4.3 Effective QLSP™ Residential Analog Port		$3.49		1
		109.11.4.4 Digital Port (Supporting BRI ISDN)		$18.61		
		109.11.4.5 PBX DID Port		$11.06		
	109.11.5	**Ports, If 120% YOY Volume Growth Plan Requirements Are Met**				
		109.11.5.1 Analog Port		$6.16		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	($2.74)		1
		109.11.5.3 Effective QLSP™ Residential Analog Port		$3.42		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$18.61		
		109.11.5.5 PBX DID Port		$11.06		
	109.11.6	**Ports, If 135% YOY Volume Growth Plan Requirements Are Met**				
		109.11.6.1 Analog Port		$5.72		
		109.11.6.2 Analog Port, Residential end user credit	LAWUR	($2.37)		1
		109.11.6.3 Effective QLSP™ Residential Analog Port		$3.35		1
		109.11.6.4 Digital Port (Supporting BRI ISDN)		$18.61		
		109.11.6.5 PBX DID Port		$11.06		
	109.11.7	**Local Switch Usage**				
		109.11.7.1 QLSP™ Residential and Business (Per MOU)		$0.000702		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.59		
	109.11.8	**Switch Features**				2
		109.11.8.1 Account Codes - per system	AZBPS		$81.28	
		109.11.8.2 Attendant Access Line - per station line	DZR		$1.17	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$1.03	
		109.11.8.4 Authorization Codes - per system	AFYPS		$243.08	
		109.11.8.5 Automatic Line, per station line	ETVPB		$0.35	
		109.11.8.6 Automatic Route Selection - Common Equip. per system	F5GPG		$2,132.83	
		109.11.8.7 Call Drop	NA-FID		$0.35	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$1.03	
		109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$0.68	
		109.11.8.10 Call Forwarding Incoming Only	69B1X		$38.52	
		109.11.8.11 Call Forwarding: Busy Line/Don't Answer Programmable Svc. Establishment	5EPFA		$38.52	
		109.11.8.12 Call Waiting Indication - per timing state	WUT		$1.03	
		109.11.8.13 CENTREX Common Equipment	HYE, HYS		$1,225.34	
		109.11.8.14 CF Don't answer/CF busy customer Programmable - per Line	FSW		$1.03	
		109.11.8.15 CLASS - Call Trace, per Occurrence	NO USOC		$1.48	
		109.11.8.16 CLASS - Continuous Redial	NSS		$1.28	
		109.11.8.17 CLASS - Last Call Return	NSQ		$1.29	
		109.11.8.18 CLASS - Priority Calling	NSK		$1.22	
		109.11.8.19 CLASS - Selective Call Forwarding	NCE		$1.28	
		109.11.8.20 CLASS - Selective Call Rejection	NSY		$1.22	
		109.11.8.21 CMS - PACKET CONTROL CAPABILITY, PER SYSTEM	PTGPS		$493.50	
		109.11.8.22 CMS - SYSTEM ESTABLISHMENT - INITIAL INSTALLATION	MB5XX		$987.00	
		109.11.8.23 CMS - SYSTEM ESTABLISHMENT - SUBSEQUENT INSTALLATION	CPVWO		$493.50	
		109.11.8.24 Conference Calling - Meet Me	MJJPK		$43.15	
		109.11.8.25 Conference Calling - Preset	MO9PK		$43.15	
		109.11.8.26 Conference Calling - Station Dial	GVT		$46.36	
		109.11.8.27 Dir Sta Sel/Busy Lamp Fld per arrangement	BUD		$0.35	
		109.11.8.28 Directed Call Pickup with Barge-in	6MD		$20.48	
		109.11.8.29 Directed Call Pickup without Barge-in	69D		$20.48	
		109.11.8.30 Distinctive Ring/Distinctive Call Waiting	RNN		$40.86	
		109.11.8.31 Expensive Route Warning Tone- per system	AQWPS		$73.05	
		109.11.8.32 Facility Restriction Level - per system	FRKPS		$44.94	
		109.11.8.33 Group Intercom- Per Line	GCN		$0.46	
		109.11.8.34 Hot Line - per line	HLA, HLN		$1.03	
		109.11.8.35 Hunting: Multiposition Hunt Queuing - per group	MH5		$39.20	

		USOC	Recurring	Non-Recurring	Notes
109.11.8.36	Hunting: Multiposition with Announcement in Queue	MHW		$39.20	
109.11.8.37	Hunting: Multiposition with Music in Queue	MOHPS		$41.39	
109.11.8.38	ISDN Short Hunt	NHGPG		$1.73	
109.11.8.39	Loudspeaker Paging - per trunk group	PTQPG		$179.33	
109.11.8.40	Make Busy Arrangements - per group	A9AEX, P89		$0.68	
109.11.8.41	Make Busy Arrangements - per line	MB1		$0.68	
109.11.8.42	Message Center - per main station line	MFR		$0.35	
109.11.8.43	Message Waiting Visual, per line	MV5		$0.35	
109.11.8.44	Music On Hold - per system	MHHPS		$23.50	
109.11.8.45	Privacy Release, per station line	K7KPK		$0.48	
109.11.8.46	Query Time, per station line	QT1PK		$0.35	
109.11.8.47	SMDR-P - ARCHIVED DATA	SR7CX		$180.10	
109.11.8.48	SMDR-P - SERVICE ESTABLISHMENT CHARGE, INITIAL INSTALLATION	SEPSP, SEPSR		$344.67	
109.11.8.49	Station Camp-On Service - per main line, per line	CPK		$0.35	
109.11.8.50	Time of Day Control for ARS - per system	ATBPS		$127.82	
109.11.8.51	Time of Day NCOS Update	A4T		$0.55	
109.11.8.52	Time of Day Routing - per line	ATB		$0.52	
109.11.8.53	Trunk Verification from Designated Station	BVS		$0.40	
109.11.8.54	UCD in hunt group - per line	MHM, H8U, NZT		$0.68	
109.11.9	**Other**				
109.11.9.1	Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2	PBX DID Complex Translations Digits Outpulsed Change Signaling			$14.59	
109.11.9.3	PBX DID Complex Translations Signaling Change			$34.05	
109.11.9.4	PBX DID Block Compromise			$25.69	
109.11.9.5	PBX DID Group of 20 Numbers			$34.18	
109.11.9.6	PBX DID Reserve Sequential # Block			$25.54	
109.11.9.7	PBX DID Reserve Non Sequential TN			$23.84	
109.11.9.8	PBX DID NonSequential TN			$35.87	
109.11.10	**Subsequent Order Charge**	NHCUU		$13.78	4
109.11.11	**Qwest Corporation (QC) IntraLATA Toll, LPIC 5123**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20	**Miscellaneous Charges**				5
109.20.1	**Non-Design**				
109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		**	
109.20.2	**Design**				
109.20.2.1	Maintenance of Service				
109.20.2.1.1	Basic				
109.20.2.1.1.1	First Increment	MVWXX		**	
109.20.2.1.1.2	Each Additional Increment	MVW1X		**	
109.20.2.1.2	Overtime				
109.20.2.1.2.1	First Increment	MVWQX		**	
109.20.2.1.2.2	Each Additional Increment	MVW2X		**	
109.20.2.1.3	Premium				
109.20.2.1.3.1	First Increment	MVWPX		**	
109.20.2.1.3.2	Each Additional Increment	MVW3X		**	
109.20.2.2	Optional Testing (Additional Labor)				
109.20.2.2.1	Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2	Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3	Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3	**Design and Non-Design**				
109.20.3.1	Trip Charge - Premises Visit Charge	No USOC		**	
109.20.3.2	Premises Work Charge				
109.20.3.2.1	Basic				
109.20.3.2.1.1	First Increment	HRD11		**	
109.20.3.2.1.2	Each Additional Increment	HRDA1		**	
109.20.3.2.2	Overtime				
109.20.3.2.2.1	First Increment	HRD12		**	
109.20.3.2.2.2	Each Additional Increment	HRDA2		**	
109.20.3.2.3	Premium				
109.20.3.2.3.1	First Increment	HRD13		**	
109.20.3.2.3.2	Each Additional Increment	HRDA3		**	
109.20.3.3	Network Premises Work Charge				
109.20.3.3.1	Basic, First Increment	HRR11		**	
109.20.3.3.2	Basic, Each Additional Increment	HRRA1		**	
109.20.3.3.3	Overtime, First Increment	HRR12		**	
109.20.3.3.4	Overtime, Each Additional Increment	HRRA2		**	

				USOC	Recurring	Non-Recurring	Notes
		109.20.3.3.5	Premium, First Increment	HRR13		**	
		109.20.3.3.6	Premium, Each Additional Increment	HRRA3		**	
	109.20.3.4	Date Change		VT6DC		**	
	109.20.3.5	Design Change		H28		**	
	109.20.3.6	Expedite Charge, Per day advanced		EODDB		**	
	109.20.3.7	Cancellation Charge		No USOC		ICB	
109.23	QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)						
	109.23.1	Conversion Nonrecurring Charges					
		109.23.1.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
			109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
			109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
			109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
			109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
		109.23.1.2	QLSP™ PBX DID Trunks				
			109.23.1.2.1 First Trunk	URCCD		$30.09	
			109.23.1.2.2 Each Additional			$2.82	
		109.23.1.3	QLSP™ ISDN BRI				
			109.23.1.3.1 First	URCCU		$31.97	
			109.23.1.3.2 Each Additional			$2.82	
	109.23.2	Installation Nonrecurring Charges					
		109.23.2.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
			109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
			109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
			109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
			109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
		109.23.2.2	QLSP™ Analog DID PBX Trunks			$165.26	
		109.23.2.3	QLSP™ ISDN-BRI			$317.33	
	109.23.3	Qwest AIN Features			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.23.4	Qwest Voice Messaging Services			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	Operational Support Systems						
	112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
	112.2	Ongoing Operations, per Local Service Request				
	112.3	Daily Usage Records File, per Record				

<u>Notes</u>

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification process.

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension of Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

			USOC	Recurring	Non-Recurring	Notes
109.8	Shared Transport Purchased As Part of QLSP™					
	109.8.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.0010390		
	109.8.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.33		
109.11	Local Switching Purchased As Part of QLSP™					
	109.11.1	Ports, Basic Plan				
		109.11.1.1 Analog Port			$8.43	
		109.11.1.2 Residential end user credit	LAWUR		($2.47)	1
		109.11.1.3 Effective QLSP™ Residential Analog Port			$5.96	1
		109.11.1.4 Digital Port (Supporting BRI ISDN)			$15.36	
		109.11.1.5 PBX DID Port			$6.91	
	109.11.2	Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
		109.11.2.1 Analog Port			$8.01	
		109.11.2.2 Analog Port, Residential end user credit	LAWUR		($2.11)	1
		109.11.2.3 Effective QLSP™ Residential Analog Port			$5.90	1
		109.11.2.4 Digital Port (Supporting BRI ISDN)			$15.36	
		109.11.2.5 PBX DID Port			$6.91	
	109.11.3	Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
		109.11.3.1 Analog Port			$7.59	
		109.11.3.2 Analog Port, Residential end user credit	LAWUR		($1.75)	1
		109.11.3.3 Effective QLSP™ Residential Analog Port			$5.84	1
		109.11.3.4 Digital Port (Supporting BRI ISDN)			$15.36	
		109.11.3.5 PBX DID Port			$6.91	
	109.11.4	Ports, If 110% YOY Volume Growth Plan Requirements Are Met				
		109.11.4.1 Analog Port			$6.74	
		109.11.4.2 Analog Port, Residential end user credit	LAWUR		($1.02)	1
		109.11.4.3 Effective QLSP™ Residential Analog Port			$5.72	1
		109.11.4.4 Digital Port (Supporting BRI ISDN)			$15.36	
		109.11.4.5 PBX DID Port			$6.91	
	109.11.5	Ports, If 120% YOY Volume Growth Plan Requirements Are Met				
		109.11.5.1 Analog Port			$5.90	
		109.11.5.2 Analog Port, Residential end user credit	LAWUR		($0.30)	1
		109.11.5.3 Effective QLSP™ Residential Analog Port			$5.60	1
		109.11.5.4 Digital Port (Supporting BRI ISDN)			$15.36	
		109.11.5.5 PBX DID Port			$6.91	
	109.11.6	Ports, If 135% YOY Volume Growth Plan Requirements Are Met				
		109.11.6.1 Analog Port			$5.48	
		109.11.6.2 Analog Port, Residential end user credit	LAWUR		$0.00	1
		109.11.6.3 Effective QLSP™ Residential Analog Port			$5.48	1
		109.11.6.4 Digital Port (Supporting BRI ISDN)			$15.36	
		109.11.6.5 PBX DID Port			$6.91	
	109.11.7	Local Switch Usage				
		109.11.7.1 QLSP™ Residential, Business, and PAL (Per MOU)		$0.00		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.00		
	109.11.8	Switch Features				2
		109.11.8.1 Account Codes - per System	AZ8PS		$43.89	
		109.11.8.2 Attendant Access Line - per Station Line	DZR		$0.63	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$0.56	
		109.11.8.4 Authorization Codes - per System	AFYPS		$131.27	
		109.11.8.5 Automatic Line	ETVPB		$0.19	
		109.11.8.6 Automatic Route Selection - Common Equipment, per System	F5GPG		$1,151.80	
		109.11.8.7 Call Drop	NA-FID		$0.19	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$0.56	
		109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$0.37	
		109.11.8.10 Call Forwarding Busy Line - Incoming Only	69B1X		$20.80	
		109.11.8.11 Call Forwarding Don't Answer / Call Forwarding Busy - Customer Programmable, per Line	FSW		$0.56	
		109.11.8.12 Call Forwarding Don't Answer Incoming Only	69A		$20.80	
		109.11.8.13 Call Forwarding: Busy Line / Don't Answer (Expanded)	FVJ, FVJHG		$20.80	
		109.11.8.14 Call Forwarding: Busy Line / Don't Answer Programmable Service Establishment	SEPFA		$8.69	
		109.11.8.15 Call Forwarding: Don't Answer	69H, EVD, EVDHG		$20.80	
		109.11.8.16 Call Waiting Indication, per Timing State	WUT		$0.56	
		109.11.8.17 Centrex Common Equipment	HYE, HYS		$661.73	
		109.11.8.18 CLASS - Call Trace, per Occurrence	NO USOC		$1.78	
		109.11.8.19 CLASS - Continuous Redial	NSS		$0.68	
		109.11.8.20 CLASS - Last Call Return	NSQ		$0.70	
		109.11.8.21 CLASS - Priority Calling	NSK		$0.66	
		109.11.8.22 CLASS - Selective Call Forwarding	NCE		$0.69	
		109.11.8.23 CLASS - Selective Call Rejection	NSY		$0.66	
		109.11.8.24 CMS - Packet Control Capability, per System	PTGPS		$266.51	
		109.11.8.25 CMS - System Establishment - Initial Installation	MB5XX		$533.01	
		109.11.8.26 CMS - System Establishment - Subsequent Installation	CPVWQ		$266.51	
		109.11.8.27 Conference Calling - Meet Me	MJJPK		$23.30	
		109.11.8.28 Conference Calling - Preset	MQ9PK		$23.30	
		109.11.8.29 Direct Station Selected / Busy Lamp Field per Arrangement	BUD		$0.19	
		109.11.8.30 Directed Call Pickup with Barge-in	BMD		$11.06	
		109.11.8.31 Directed Call Pickup without Barge-in	B9D		$11.06	
		109.11.8.32 Distinctive Ring / Distinctive Call Waiting	RNN		$22.12	
		109.11.8.33 Expensive Route Warning Tone, per System	AQWPS		$39.45	
		109.11.8.34 Facility Restriction Level, per System	FRKPS		$24.27	

			USOC	Recurring	Non-Recurring	Notes
	109.11.8.35	Group Intercom	GCN		$0.25	
	109.11.8.36	Hot Line, per line	HLA, HLN		$0.56	
	109.11.8.37	Hunting: Multiposition Hunt Queuing	MH8		$21.17	
	109.11.8.38	Hunting: Multiposition with Announcement in Queue	MHW		$21.17	
	109.11.8.39	Hunting: Multiposition with Music in Queue	MOHPS		$22.35	
	109.11.8.40	ISDN Short Hunt	NHGPG		$0.93	
	109.11.8.41	Loudspeaker Paging,- per Trunk Group	PTQPG		$86.85	
	109.11.8.42	Make Busy Arrangements,- per Group	A9AEX, P89		$0.37	
	109.11.8.43	Make Busy Arrangements, per Line	M91		$0.37	
	109.11.8.44	Message Center per Main Station Line	MFR		$0.19	
	109.11.8.45	Message Waiting Visual	MV8		$0.19	
	109.11.8.46	Music On Hold, per System	MHHPS		$12.69	
	109.11.8.47	Privacy Release	K7KPK		$0.26	
	109.11.8.48	Query Time	QT1PK		$0.19	
	109.11.8.49	SMDR-P - Archived Data	SR7CX		$97.26	
	109.11.8.50	SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$164.15	
	109.11.8.51	Station Camp-On Service, per Main Station	CPK		$0.19	
	109.11.8.52	Time of Day Control for ARS,- per System	ATBPS		$69.03	
	109.11.8.53	Time of Day NCOS Update	A4T		$0.30	
	109.11.8.54	Time of Day Routing,- per Line	ATB		$0.28	
	109.11.8.55	Trunk Verification from Designated Station	BVS		$0.22	
	109.11.8.56	UCD in Hunt Group, per Line	MHM, H8U, NZT		$0.37	
109.11.9	Other					
	109.11.9.1	Custom Number		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
	109.11.9.2	PBX DID Complex Translations Digits Outpulsed Change Signaling			$14.71	
	109.11.9.3	PBX DID Complex Translations Signaling Change			$34.66	
	109.11.9.4	PBX DID Block Compromise			$26.08	
	109.11.9.5	PBX DID Group of 20 Numbers			$34.70	
	109.11.9.6	PBX DID Reserve Sequential # Block			$25.93	
	109.11.9.7	PBX DID Reserve Nonsequential Telephone Number			$24.20	
	109.11.9.8	PBX DID Nonsequential Telephone Number			$36.41	
109.11.10	Subsequent Order Charge		NHCUU		$3.80	4
109.11.11	Qwest Corporation (QC) IntraLATA Toll, LPIC 5123			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
109.20	**Miscellaneous Charges**					6
109.20.1	Non-Design					
	109.20.1.1	Trouble Isolation Charge (TIC)	LTESX		**	
	109.20.1.2	Network Premises Work Charge - Basic				
	109.20.1.2.1	First Increment	HRH11		**	
	109.20.1.2.2	Each Additional Increment	HRHA1		**	
109.20.2	Design					
	109.20.2.1	Maintenance of Service				
	109.20.2.1.1	Basic				
	109.20.2.1.1.1	First Increment	MVWXX		**	
	109.20.2.1.1.2	Each Additional Increment	MVW1X		**	
	109.20.2.1.2	Overtime				
	109.20.2.1.2.1	First Increment	MVWOX		**	
	109.20.2.1.2.2	Each Additional Increment	MVW2X		**	
	109.20.2.1.3	Premium				
	109.20.2.1.3.1	First Increment	MVWPX		**	
	109.20.2.1.3.2	Each Additional Increment	MVW3X		**	
	109.20.2.2	Optional Testing (Additional Labor)				
	109.20.2.2.1	Basic, First and Each Additional Increment	QTNBX		**	
	109.20.2.2.2	Overtime, First and Each Additional Increment	QTNOX		**	
	109.20.2.2.3	Premium, First and Each Additional Increment	QTNPX		**	
	109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
	109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
	109.20.2.5	Network Premises Work Charge				
	109.20.2.5.1	Basic				
	109.20.2.5.1.1	First Increment	HRH11		**	
	109.20.2.5.1.2	Each Additional Increment	HRHA1		**	
	109.20.2.5.2	Overtime				
	109.20.2.5.2.1	First Increment	HRH12		**	
	109.20.2.5.2.2	Each Additional Increment	HRHA2		**	
	109.20.2.5.3	Premium				
	109.20.2.5.3.1	First Increment	HRH13		**	
	109.20.2.5.3.2	Each Additional Increment	HRHA3		**	
109.20.3	Design and Non-Design					
	109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		**	

Qwest Local Services Platform™ (QLSP™) Rate Page · Utah
January 1, 2007 through Term*

		USOC	Recurring	Non-Recurring	Notes
109.20.3.2	Premises Work Charge				
109.20.3.2.1	Basic				
109.20.3.2.1.1 First Increment		HRD11		**	
109.20.3.2.1.2 Each Additional Increment		HRDA1		**	
109.20.3.2.2	Overtime				
109.20.3.2.2.1 First Increment		HRD12		**	
109.20.3.2.2.2 Each Additional Increment		HRDA2		**	
109.20.3.2.3	Premium				
109.20.3.2.3.1 First Increment		HRD13		**	
109.20.3.2.3.2 Each Additional Increment		HRDA3		**	
109.20.3.3	Date Change	VT6DC		**	
109.20.3.4	Design Change	H28		**	
109.20.3.5	Expedite Charge, Per day advanced	EQDDB		**	
109.20.3.6	Cancellation Charge	No USOC		ICB	
109.23	**QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)**				
109.23.1	**Conversion Nonrecurring Charges**				
109.23.1.1	**QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential**				
109.23.1.1.1 First Line (Mechanized)		URCCU		$1.50	
109.23.1.1.2 Each Additional Line (Mechanized)		URCCY		$0.50	
109.23.1.1.3 First Line (Manual)		URCCV		$15.00	
109.23.1.1.4 Each Additional Line (Manual)		URCCZ		$3.00	
109.23.1.2	**QLSP™ PBX DID Trunks**				
109.23.1.2.1 First Trunk		URCCD		$5.89	
109.23.1.2.2 Each Additional				$0.97	
109.23.1.3	**QLSP™ ISDN BRI**				
109.23.1.3.1 First		URCCU		$4.34	
109.23.1.3.2 Each Additional				$0.97	
109.23.2	**Installation Nonrecurring Charges**				
109.23.2.1	**QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential**				
109.23.2.1.1 First Line (Mechanized)		NHCRA		$50.00	
109.23.2.1.2 Each Additional Line (Mechanized)		NHCRC		$18.00	
109.23.2.1.3 First Line (Manual)		NHCRB		$75.00	
109.23.2.1.4 Each Additional Line (Manual)		NHCRD		$20.00	
109.23.2.2	**QLSP™ Analog DID PBX Trunks**			$183.35	
109.23.2.3	**QLSP™ ISDN-BRI**			$249.92	
109.23.3	**Qwest AIN Features**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.23.4	**Qwest Voice Messaging Services**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	**Operational Support Systems**				
112.1	Developments and Enhancements, per Local Service Request			All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
112.2	Ongoing Operations, per Local Service Request				
112.3	Daily Usage Records File, per Record				

Notes

*   Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard

**   See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1   QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2   QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3   Reserved for future use.

4   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension of Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

			USOC	Recurring	Non-Recurring	Notes
109.8	Shared Transport Purchased As Part of QLSP™					
	109.8.1	QLSP™ Residential and Business (Per MOU)		$0.0007600		
	109.8.2	QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.24		
109.11	Local Switching Purchased As Part of QLSP™					
	109.11.1	Ports, Basic Plan				
		109.11.1.1 Analog Port		$8.30		
		109.11.1.2 Residential end user credit	LAWUR	($4.56)		1
		109.11.1.3 Effective QLSP™ Residential Analog Port		$3.74		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$15.80		
		109.11.1.5 PBX DID Port		$10.00		
	109.11.2	Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
		109.11.2.1 Analog Port		$7.89		
		109.11.2.2 Analog Port, Residential end user credit	LAWUR	($4.18)		1
		109.11.2.3 Effective QLSP™ Residential Analog Port		$3.70		1
		109.11.2.4 Digital Port (Supporting BRI ISDN)		$15.80		
		109.11.2.5 PBX DID Port		$10.00		
	109.11.3	Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
		109.11.3.1 Analog Port		$7.47		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	($3.80)		1
		109.11.3.3 Effective QLSP™ Residential Analog Port		$3.67		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$15.80		
		109.11.3.5 PBX DID Port		$10.00		
	109.11.4	Ports, If 110% YOY Volume Growth Plan Requirements Are Met				
		109.11.4.1 Analog Port		$6.64		
		109.11.4.2 Analog Port, Residential end user credit	LAWUR	($3.05)		1
		109.11.4.3 Effective QLSP™ Residential Analog Port		$3.59		1
		109.11.4.4 Digital Port (Supporting BRI ISDN)		$15.80		
		109.11.4.5 PBX DID Port		$10.00		
	109.11.5	Ports, If 120% YOY Volume Growth Plan Requirements Are Met				
		109.11.5.1 Analog Port		$5.81		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	($2.29)		1
		109.11.5.3 Effective QLSP™ Residential Analog Port		$3.52		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$15.80		
		109.11.5.5 PBX DID Port		$10.00		
	109.11.6	Ports, If 135% YOY Volume Growth Plan Requirements Are Met				
		109.11.6.1 Analog Port		$5.40		
		109.11.6.2 Analog Port, Residential end user credit	LAWUR	($1.95)		1
		109.11.6.3 Effective QLSP™ Residential Analog Port		$3.44		1
		109.11.6.4 Digital Port (Supporting BRI ISDN)		$15.80		
		109.11.6.5 PBX DID Port		$10.00		
	109.11.7	Local Switch Usage				
		109.11.7.1 QLSP™ Residential and Business (Per MOU)		$0.001178		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, PAL, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.99		
	109.11.8	Switch Features				2
		109.11.8.1 Account Codes, per System	AZBPS		$55.34	
		109.11.8.2 Attendant Access Line, per Station Line	DZR		$0.80	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$0.70	
		109.11.8.4 Authorization Codes, per System	AFYPS		$165.60	
		109.11.8.5 Automatic Line (per station line)	ETVPB		$0.24	
		109.11.8.6 Automatic Route Selection - Common Equipment, per System	F5GPG		$1,452.08	
		109.11.8.7 Call Drop	NA-FIO		$0.24	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$0.70	
		109.11.8.9 Call Exclusion - Manual	NA-FIO (IDSN)		$0.46	
		109.11.8.10 Call Forwarding Busy Line - Incoming Only	69B1X		$26.23	
		109.11.8.11 Call Forwarding Don't Answer - Incoming Only	69A		$26.23	
		109.11.8.12 Call Forwarding Don't Answer / Call Forwarding Busy Customer Program - per Line	FSW		$0.70	
		109.11.8.13 Call Forwarding: Busy Line / Don't Answer (Expanded)	FVJ, FVJHG		$10.83	
		109.11.8.14 Call Waiting Indication - per timing state	WUT		$0.70	
		109.11.8.15 Centrex Common Equipment	HYE, HYS		$834.24	
		109.11.8.16 CLASS - Call Trace, per Occurrence	NO USOC		$1.29	
		109.11.8.17 CLASS - Continuous Redial	NSS		$0.87	
		109.11.8.18 CLASS - Last Call Return	NSQ		$0.88	
		109.11.8.19 CLASS - Priority Calling	NSK		$0.83	
		109.11.8.20 CLASS - Selective Call Forwarding	NCE		$0.87	
		109.11.8.21 CLASS - Selective Call Rejection	NSY		$0.83	
		109.11.8.22 Direct Station Selection/Busy Lamp Field, per Arrangement	BUD		$0.24	
		109.11.8.23 Directed Call Pickup with Barge-in	6MD		$13.95	
		109.11.8.24 Directed Call Pickup without Barge-in	69D		$13.95	
		109.11.8.25 Distinctive Ring / Distinctive Call Waiting	RNN		$27.88	
		109.11.8.26 Expensive Route Warning Tone, per System	AQWPS		$49.74	
		109.11.8.27 Facility Restriction Level, per System	FRKPS		$30.60	
		109.11.8.28 Group Intercom	GCN		$0.32	
		109.11.8.29 Hot Line, per Line	HLA, HLN		$0.70	
		109.11.8.30 Hunting: Multiposition Hunt Queuing	MH5		$26.29	
		109.11.8.31 Hunting: Multiposition with Announcement in Queue	MHW		$26.69	
		109.11.8.32 Hunting: Multiposition with Music in Queue	MOHPS		$26.69	
		109.11.8.33 ISDN Short Hunt	NHGPG		$1.18	
		109.11.8.34 Loudspeaker Paging, per Trunk Group	PTQPG		$122.09	

	USOC	Recurring	Non-Recurring	Notes
109.11.8.35 Make Busy Arrangements, per Group	A9AEX, P89		$0.46	
109.11.8.36 Make Busy Arrangements, per Line	MB1		$0.46	
109.11.8.37 Message Center, per Main Station Line	MFR		$0.24	
109.11.8.38 Message Waiting Visual	MV5		$0.24	
109.11.8.39 Music On Hold, per System	MHHPS		$16.00	
109.11.8.40 Privacy Release	K7KPK		$0.33	
109.11.8.41 Query Time	QT1PK		$0.24	
109.11.8.42 SMDR-P - Archived Data	SR7CX		$122.62	
109.11.8.43 SMDR-P - Service Establishment Charge, Initial Installation	SEPSP, SEPSR		$228.40	
109.11.8.44 Station Camp-On Service, per Main Station	CPK		$0.24	
109.11.8.45 Time of Day Control for ARS, per System	ATBPS		$87.02	
109.11.8.46 Time of Day NCOS Update	A4T		$0.37	
109.11.8.47 Time of Day Routing, per Line	ATB		$0.36	
109.11.8.48 Trunk Verification from Designated Station	BVS		$0.27	
109.11.8.49 UCD in Hunt Group, per Line	MHM, H8U, NZT		$0.46	
109.11.8.50 **Premium Port Features - Additional Charge**		$2.00		
109.11.8.50.1 CMS - System Establishment - Initial Installation			$671.97	
109.11.8.50.2 CMS - System Establishment - Subsequent Installation			$335.99	
109.11.8.50.3 CMS - Packet Control Capability, per System			$335.99	
109.11.8.50.4 Conference Calling - Meet Me			$29.38	
109.11.8.50.5 Conference Calling - Preset			$29.38	
109.11.9 **Other**				
109.11.9.1 Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2 PBX DID Complex Translations Digits Outpulsed Change Signaling			$9.93	
109.11.9.3 PBX DID Complex Translations Signaling Change			$23.18	
109.11.9.4 PBX DID Block Compromise			$9.21	
109.11.9.5 PBX DID Group of 20 Numbers, Installation			$8.75	
109.11.9.6 PBX DID Group of 20 Numbers, Disconnection			$5.59	
109.11.9.7 PBX DID Reserve Sequential # Block			$9.10	
109.11.9.8 PBX DID Reserve Nonsequential Telephone Number			$7.85	
109.11.9.9 PBX DID Nonsequential Telephone Number, Installation			$7.85	
109.11.9.10 PBX DID Nonsequential Telephone Number, Disconnection			$5.53	
109.11.10 **Subsequent Order Charge**	NHCUU		$5.48	4
109.11.11 **Qwest Corporation (QC) IntraLATA Toll, LPIC 5123**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20 **Miscellaneous Charges**				5
109.20.1 **Non-Design**				
109.20.1.1 Trouble Isolation Charge (TIC)	MCE		**	
109.20.2 **Design**				
109.20.2.1 Maintenance of Service				
109.20.2.1.1 Basic				
109.20.2.1.1.1 First Increment	MVWXX		**	
109.20.2.1.1.2 Each Additional Increment	MVW1X		**	
109.20.2.1.2 Overtime				
109.20.2.1.2.1 First Increment	MVWOX		**	
109.20.2.1.2.2 Each Additional Increment	MVW2X		**	
109.20.2.1.3 Premium				
109.20.2.1.3.1 First Increment	MVWPX		**	
109.20.2.1.3.2 Each Additional Increment	MVW3X		**	
109.20.2.2 Optional Testing (Additional Labor)				
109.20.2.2.1 Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2 Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3 Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3 Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4 Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3 **Design and Non-Design**				
109.20.3.1 Trip Charge - Premises Visit Charge	SCO		**	
109.20.3.2 Premises Work Charge				
109.20.3.2.1 Basic				
109.20.3.2.1.1 First Increment	HRD11		**	
109.20.3.2.1.2 Each Additional Increment	HRDA1		**	
109.20.3.2.2 Overtime				
109.20.3.2.2.1 First Increment	HRD12		**	
109.20.3.2.2.2 Each Additional Increment	HRDA2		**	
109.20.3.2.3 Premium				
109.20.3.2.3.1 First Increment	HRD13		**	
109.20.3.2.3.2 Each Additional Increment	HRDA3		**	

			USOC	Recurring	Non-Recurring	Notes
	109.20.3.3	Network Premises Work Charge				
		109.20.3.3.1 Basic, First Increment	HRR11		**	
		109.20.3.3.2 Basic, Each Additional Increment	HRRA1		**	
		109.20.3.3.3 Overtime, First Increment	HRR12		**	
		109.20.3.3.4 Overtime, Each Additional Increment	HRRA2		**	
		109.20.3.3.5 Premium, First Increment	HRR13		**	
		109.20.3.3.6 Premium, Each Additional Increment	HRRA3		**	
	109.20.3.4	Date Change	VT6DC		**	
	109.20.3.5	Design Change	H28		**	
	109.20.3.6	Expedite Charge, Per day advanced	EODOB		**	
	109.20.3.7	Cancellation Charge	No USOC		ICB	
109.23	**QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)**					
	109.23.1	**Conversion Nonrecurring Charges**				
		109.23.1.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.1.1.1 First Line (Mechanized)	URCCU		$1.50	
		109.23.1.1.2 Each Additional Line (Mechanized)	URCCY		$0.50	
		109.23.1.1.3 First Line (Manual)	URCCV		$15.00	
		109.23.1.1.4 Each Additional Line (Manual)	URCCZ		$3.00	
		109.23.1.2 QLSP™ PBX DID Trunks				
		109.23.1.2.1 First Trunk	URCCD		$5.73	
		109.23.1.2.2 Each Additional			$2.99	
		109.23.1.3 QLSP™ ISDN BRI				
		109.23.1.3.1 First	URCCU		$5.73	
		109.23.1.3.2 Each Additional			$2.99	
	109.23.2	**Installation Nonrecurring Charges**				
		109.23.2.1 QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.2.1.1 First Line (Mechanized)	NHCRA		$50.00	
		109.23.2.1.2 Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3 First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4 Each Additional Line (Manual)	NHCRD		$20.00	
		109.23.2.2 QLSP™ Analog DID PBX Trunks			$175.66	
		109.23.2.3 QLSP™ ISDN-BRI				
		109.23.2.3.1 First			$140.13	
		109.23.2.3.2 Disconnect			$44.99	
	109.23.3	**Qwest AIN Features**		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
	109.23.4	**Qwest Voice Messaging Services**		See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).		6
112	**Operational Support Systems**					
	112.1	Developments and Enhancements, per Local Service Request		All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.		
	112.2	Ongoing Operations, per Local Service Request				
	112.3	Daily Usage Records File, per Record				

Notes

* Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard notification process.

** See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1 QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2 QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3 Reserved for future use.

4 The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension of Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5 QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6 Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

			USOC	Recurring	Non-Recurring	Notes
109.8	Shared Transport Purchased As Part of QLSP™					
	109.8.1	QLSP™ Residential, Business, and PAL (Per MOU)		$0.0011100		
	109.8.2	QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per line/trunk)	UGUST	$0.36		
109.11	Local Switching Purchased As Part of QLSP™					
	109.11.1	Ports, Basic Plan				
		109.11.1.1 Analog Port		$4.73		
		109.11.1.2 Residential end user credit	LAWUR	($0.29)		1
		109.11.1.3 Effective QLSP™ Residential Analog Port		$4.44		1
		109.11.1.4 Digital Port (Supporting BRI ISDN)		$15.35		
		109.11.1.5 PBX DID Port		$5.20		
	109.11.2	Ports, If 80% YOY Volume Retention Plan Requirements Are Met				
		109.11.2.1 Analog Port		$4.49		
		109.11.2.2 Analog Port, Residential end user credit	LAWUR	($0.10)		1
		109.11.2.3 Effective QLSP™ Residential Analog Port		$4.40		1
		109.11.2.4 Digital Port (Supporting BRI ISDN)		$15.35		
		109.11.2.5 PBX DID Port		$5.20		
	109.11.3	Ports, If 90% YOY Volume Retention Plan Requirements Are Met				
		109.11.3.1 Analog Port		$4.26		
		109.11.3.2 Analog Port, Residential end user credit	LAWUR	$0.00		1
		109.11.3.3 Effective QLSP™ Residential Analog Port		$4.35		1
		109.11.3.4 Digital Port (Supporting BRI ISDN)		$15.35		
		109.11.3.5 PBX DID Port		$5.20		
	109.11.4	Ports, If 110% YOY Volume Growth Plan Requirements Are Met				
		109.11.4.1 Analog Port		$3.78		
		109.11.4.2 Analog Port, Residential end user credit	LAWUR	$0.00		1
		109.11.4.3 Effective QLSP™ Residential Analog Port		$4.26		1
		109.11.4.4 Digital Port (Supporting BRI ISDN)		$15.35		
		109.11.4.5 PBX DID Port		$5.20		
	109.11.5	Ports, If 120% YOY Volume Growth Plan Requirements Are Met				
		109.11.5.1 Analog Port		$3.31		
		109.11.5.2 Analog Port, Residential end user credit	LAWUR	$0.00		1
		109.11.5.3 Effective QLSP™ Residential Analog Port		$4.17		1
		109.11.5.4 Digital Port (Supporting BRI ISDN)		$15.35		
		109.11.5.5 PBX DID Port		$5.20		
	109.11.6	Ports, If 135% YOY Volume Growth Plan Requirements Are Met				
		109.11.6.1 Analog Port		$3.07		
		109.11.6.2 Analog Port, Residential end user credit	LAWUR	$0.00		1
		109.11.6.3 Effective QLSP™ Residential Analog Port		$4.08		1
		109.11.6.4 Digital Port (Supporting BRI ISDN)		$15.35		
		109.11.6.5 PBX DID Port		$5.20		
	109.11.7	Local Switch Usage				
		109.11.7.1 QLSP™ Residential, Business, and PAL (Per MOU)		$0.00092		
		109.11.7.2 QLSP™ Centrex, ISDN BRI, and PBX Analog Trunks (Per Line/Trunk)	UGUFM	$0.77		
	109.11.8	Switch Features				2
		109.11.8.1 Account Codes - per system	AZ8PS		$81.55	
		109.11.8.2 Attendant Access Line - per station line	DZR		$1.18	
		109.11.8.3 Audible Message Waiting	MGN, MWW		$1.03	
		109.11.8.4 Authorization Codes - per system	AFYPS		$243.88	
		109.11.8.5 Automatic Line	ETVPB		$0.35	
		109.11.8.6 Automatic Route Selection - Common Equip. per system	F5GPG		$2,139.81	
		109.11.8.7 Call Drop	NA-FID		$0.35	
		109.11.8.8 Call Exclusion - Automatic	NXB (ISDN)		$1.03	
		109.11.8.9 Call Exclusion - Manual	NA-FID (IDSN)		$0.68	
		109.11.8.10 Call Forwarding: Busy Line/Don't Answer Programmable Svc. Establishment	SEPFA		$15.96	
		109.11.8.11 Call Waiting Indication - per timing state	WUT		$1.03	
		109.11.8.12 CENTREX COMMON EQUIPMENT	HYE, HYS		$1,229.35	
		109.11.8.13 CF DON'T ANSWER/CF BUSY CUSTOMER PROGRAMMABLE - PER LINE	FSW		$1.03	
		109.11.8.14 CFBL - Incoming Only	69B1X		$38.66	
		109.11.8.15 CFDA Incoming Only	69A		$38.66	
		109.11.8.16 CLASS - Call Trace, Per Occurrence	NO USOC		$2.37	
		109.11.8.17 CMS - PACKET CONTROL CAPABILITY, PER SYSTEM	PTGPS		$495.11	
		109.11.8.18 CMS - SYSTEM ESTABLISHMENT - INITIAL INSTALLATION	MB5XX		$990.23	
		109.11.8.19 CMS - SYSTEM ESTABLISHMENT - SUBSEQUENT INSTALLATION	CPVWO		$495.11	
		109.11.8.20 Conference Calling - Meet Me	MJJPK		$43.29	
		109.11.8.21 Conference Calling - Preset	MO9PK		$43.29	
		109.11.8.22 Dir Sta Sel/Busy Lamp Fld per arrangement	BUD		$0.35	
		109.11.8.23 Directed Call Pickup with Barge-in	6MD		$20.55	
		109.11.8.24 Directed Call Pickup without Barge-in	69D		$20.55	
		109.11.8.25 Distinctive Ring/Distinctive Call Waiting	RNN		$41.09	
		109.11.8.26 Expensive Route Warning Tone- per system	AQWPS		$73.29	
		109.11.8.27 Facility Restriction Level - per system	FRKPS		$45.09	
		109.11.8.28 Group Intercom	GCN		$0.46	
		109.11.8.29 Hot Line - per line	HLA, HLN		$1.03	
		109.11.8.30 Hunting: Multiposition Hunt Queuing	MH5		$39.33	
		109.11.8.31 Hunting: Multiposition with Announcement in Queue	MHW		$39.33	
		109.11.8.32 Hunting: Multiposition with Music in Queue	MOHPS		$41.53	
		109.11.8.33 ISDN Short Hunt	NHGPG		$1.73	
		109.11.8.34 Loudspeaker Paging - per trunk group	PTOPG		$179.82	
		109.11.8.35 Make Busy Arrangements - per group	A9AEX, P89		$0.68	

		USOC	Recurring	Non-Recurring	Notes
109.11.8.36	Make Busy Arrangements - per line	MB1		$0.68	
109.11.8.37	Message Center - per main station line	MFR		$0.35	
109.11.8.38	Message Waiting Visual	MV5		$0.35	
109.11.8.39	Music On Hold - per system	MHHPS		$23.58	
109.11.8.40	Privacy Release	K7KPK		$0.48	
109.11.8.41	Query Time	QT1PK		$0.35	
109.11.8.42	SMDR-P - ARCHIVED DATA	SR7CX		$180.69	
109.11.8.43	SMDR-P - SERVICE ESTABLISHMENT CHARGE, INITIAL INSTALLATION	SEPSP, SEPSR		$345.60	
109.11.8.44	Station Camp-On Service - per main station	CPK		$0.35	
109.11.8.45	Time of Day Control for ARS - per system	ATBPS		$128.24	
109.11.8.46	Time of Day NCOS Update	A4T		$0.55	
109.11.8.47	Time of Day Routing - per line	ATB		$0.52	
109.11.8.48	Trunk Verification from Designated Station	BVS		$0.40	
109.11.8.49	UCD in hunt group - per line	MHM, H6U, NZT		$0.68	
109.11.9	**Other**				
109.11.9.1	Custom Number			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.11.9.2	PBX DID Complex Translations Dipits Outpulsed Change Signaling			$14.64	
109.11.9.3	PBX DID Complex Translations Signaling Change			$34.16	
109.11.9.4	PBX DID Block Compromise			$25.78	
109.11.9.5	PBX DID Group of 20 Numbers			$34.30	
109.11.9.6	PBX DID Reserve Sequential # Block			$25.62	
109.11.9.7	PBX DID Reserve Nonsequential Telephone Numbers			$23.92	
109.11.9.8	PBX DID Nonsequential Telephone Numbers			$35.98	
109.11.10	**Subsequent Order Charge**	NHCUU		$13.82	4
109.11.11	**Qwest Corporation (QC) IntraLATA Toll, LPIC 5123**			See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
109.20	**Miscellaneous Charges**				5
109.20.1	**Non-Design**				
109.20.1.1	Trouble Isolation Charge (TIC)	LTE5X		**	
109.20.1.2	Network Premises Work Charge - Basic/Normal hours, 1st increment	HRH11		**	
109.20.1.3	Network Premises Work Charge - Basic/Normal hours, ea add'l increment	HRHA1		**	
109.20.2	**Design**				
109.20.2.1	Maintenance of Service				
109.20.2.1.1	Basic				
109.20.2.1.1.1	First Increment	MVWXX		**	
109.20.2.1.1.2	Each Additional Increment	MVW1X		**	
109.20.2.1.2	Overtime				
109.20.2.1.2.1	First Increment	MVWOX		**	
109.20.2.1.2.2	Each Additional Increment	MVW2X		**	
109.20.2.1.3	Premium				
109.20.2.1.3.1	First Increment	MVWPX		**	
109.20.2.1.3.2	Each Additional Increment	MVW3X		**	
109.20.2.2	Optional Testing (Additional Labor)				
109.20.2.2.1	Basic, First and Each Additional Increment	OTNBX		**	
109.20.2.2.2	Overtime, First and Each Additional Increment	OTNOX		**	
109.20.2.2.3	Premium, First and Each Additional Increment	OTNPX		**	
109.20.2.3	Dispatch (Additional Dispatch - No trouble found)	VT6DC		**	
109.20.2.4	Dispatch for Maintenance of Service - No Trouble Found	VT6DM		**	
109.20.3	**Design and Non-Design**				
109.20.3.1	Trip Charge - Premises Visit Charge	NRTCY		**	
109.20.3.2	Premises Work Charge				
109.20.3.2.1	Basic				
109.20.3.2.1.1	First Increment	HRD11		**	
109.20.3.2.1.2	Each Additional Increment	HRDA1		**	
109.20.3.2.2	Overtime				
109.20.3.2.2.1	First Increment	HRD12		**	
109.20.3.2.2.2	Each Additional Increment	HRDA2		**	
109.20.3.2.3	Premium				
109.20.3.2.3.1	First Increment	HRD13		**	
109.20.3.2.3.2	Each Additional Increment	HRDA3		**	
109.20.3.3	Network Premises Work Charge				
109.20.3.3.1	Basic				
109.20.3.3.1.1	First Increment	HRH11		**	
109.20.3.3.1.2	Each Additional Increment	HRHA1		**	
109.20.3.3.2	Overtime				
109.20.3.3.2.1	First Increment	HRH12		**	
109.20.3.3.2.2	Each Additional Increment	HRHA2		**	

				USOC	Recurring	Non-Recurring	Notes
	109.20.3.3.3	Premium					
		109.20.3.3.3.1	First Increment	HRH13		**	
		109.20.3.3.3.2	Each Additional Increment	HRHA3		**	
	109.20.3.4	Date Change		VT6DC		**	
	109.20.3.5	Design Change		H28		**	
	109.20.3.6	Expedite Charge, Per day advanced		EODDB		**	
	109.20.3.7	Cancellation Charge		No USOC		ICB	
109.23	QLSP™ Installation and Conversion Nonrecurring Charges (NRCs)						
	109.23.1	Conversion Nonrecurring Charges					
		109.23.1.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.1.1.1	First Line (Mechanized)	URCCU		$1.50	
		109.23.1.1.2	Each Additional Line (Mechanized)	URCCY		$0.50	
		109.23.1.1.3	First Line (Manual)	URCCV		$15.00	
		109.23.1.1.4	Each Additional Line (Manual)	URCCZ		$3.00	
		109.23.1.2	QLSP™ PBX DID Trunks				
		109.23.1.2.1	First Trunk	URCCD		$25.34	
		109.23.1.2.2	Each Additional			$3.19	
		109.23.1.3	QLSP™ ISDN BRI				
		109.23.1.3.1	First	URCCU		$27.23	
		109.23.1.3.2	Each Additional			$3.19	
	109.23.2	Installation Nonrecurring Charges					
		109.23.2.1	QLSP™ Business, Centrex, PAL, and PBX Analog non-DID Trunks, Residential				
		109.23.2.1.1	First Line (Mechanized)	NHCRA		$50.00	
		109.23.2.1.2	Each Additional Line (Mechanized)	NHCRC		$18.00	
		109.23.2.1.3	First Line (Manual)	NHCRB		$75.00	
		109.23.2.1.4	Each Additional Line (Manual)	NHCRD		$20.00	
		109.23.2.2	QLSP™ Analog DID PBX Trunks			$182.60	
		109.23.2.3	QLSP™ ISDN-BRI			$318.36	
	109.23.3	Qwest AIN Features				See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
	109.23.4	Qwest Voice Messaging Services				See Applicable Qwest Retail Tariff, Catalog or Price List less Discount (which will be provided pursuant to terms and conditions in CLEC's ICA).	6
112	Operational Support Systems						
	112.1	Develoments and Enhancements, per Local Service Request				All charges and increments equal the comparable charges and increments provided in the Qwest Wholesale PCAT.	
	112.2	Ongoing Operations, per Local Service Request					
	112.3	Daily Usage Records File, per Record					

Notes

*   Universal Service Order Codes (USOCs) have been provided in an effort to ease item description and USOC association with charges. In the event USOCs are inaccurate or are revised, Qwest reserves the right to correct the Rate Sheet. In the event of any significant change(s), notification will be provided via the standard

**   See Applicable Qwest Retail Tariff, Catalog or Price List for all charges and increments.

1   QLSP™ Business and Residential services utilize the same Class of Service and line Universal Service Order codes (USOCs). QLSP™ Residential services will be billed at the Analog Port rate and only those lines that specifically qualify for and are identified as serving a residential end-user customer by the presence of the LAWUR USOC will receive the Residential end user credit.

2   QLSP™ service includes nondiscriminatory access to all vertical switch features that are loaded in Qwest's End Office Switch. See the PCAT for all compatible and available vertical switch features. Only vertical switch features with Non-Recurring, Recurring, or Per Occurrence charges are listed. Non-Recurring charges are applicable whenever a feature is added - whether on new installation, conversion, or change order activity. Those vertical switch features not listed have a rate of $0 for Monthly Recurring, Non-Recurring, or Per Occurrence charges.

3   Reserved for future use.

4   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing Suspension or Service, denying or restoring service, adding, removing, or changing features, and other similar requests.

5   QLSP™ ISDN BRI and PBX are "Design". Remaining QLSP™ services are "Non-Design". All charges and increments shall be the same as the comparable charges and increments provided in Qwest Retail Tariffs, Catalogs, or Price Lists and are subject to change based on changes in those underlying Qwest Retail Tariffs, Catalogs, or Price Lists. In the event a rate changes, notification will be provided via the standard notification process.

6   Where the service has been deemed to be a Telecommunications Service, the Discount will be provided pursuant to CLEC's ICA. Where the service is not a Telecommunications Service, the discount will be 18%.

1.0   Qwest will provide Qwest Local Services Platform® ("QLSP®") Services according to the following terms and conditions. Except as set forth in this Attachment, capitalized terms have the definitions assigned to them in the Agreement. CLEC may use QLSP Services to provide any Telecommunications Services, information services, or both that CLEC chooses. Anything to the contrary in this Agreement notwithstanding, Qwest agrees that the QLSP Services provided hereunder shall be the functional and operational equivalent of the QPP services provided to CLEC under the QPP Agreement.

1.1   **General QLSP Service Description.**

1.1.1   QLSP Services consist of Local Switching and Shared Transport in combination. Qwest Advanced Intelligent Network ("AIN") Services, e.g., remote access forwarding, and Qwest Voice Messaging Services ("VMS") may also be purchased with compatible QLSP Services. These Network Elements will be provided in compliance with all Telcordia and other industry standards and technical and performance specifications to allow CLEC to combine the QLSP Services with a compatible voicemail product and stutter dial tone. Qwest will provide access to 911 emergency services and directory listings in accordance with the terms and conditions of CLEC's interconnection agreements ("ICAs"). As part of the QLSP Service, Qwest combines the Network Elements that make up QLSP Service with analog/digital capable Loops, with such Loops (including services such as line splitting) being provided in accordance with the rates, terms and conditions of the CLEC's ICAs. CLEC may also purchase Qwest Commercial High Speed Internet (HSI) Service (also known as Qwest Digital Subscriber Line® (DSL)), under a separate Services agreement, to be used with compatible QLSP Service.

1.1.2   QLSP Service is available in six different service arrangements, each of which is described more fully below: QLSP Residential; QLSP Business; QLSP Centrex (including Centrex 21, Centrex Plus, and in Minnesota only Centron); QLSP ISDN BRI; QLSP Public Access Lines ("PAL"); QLSP PBX Analog DID and non-DID (one way and two way) trunks.

1.1.3   Nothing in this Agreement precludes Qwest from withdrawing availability of comparable, functionally equivalent services from its retail end user customers. In the event of such withdrawal or discontinuation, Qwest may also withdraw availability of the equivalent QLSP Service.

1.2   **Combination of QLSP Service with Loops.** Except as described below in Sections 1.2.1 and 9 of this Attachment2, the Loop will be provided by Qwest under the applicable ICAs in effect between Qwest and CLEC at the time the order is placed. As part of the QLSP Service, Qwest will combine the Local Switching and Shared Transport Network Elements with the Loop.

1.2.1   Pursuant to the order issued by the FCC pertaining to the availability of Unbundled Network Element ("UNE") Loops under Section 251(c)(3) of the Act in its *Report and Order-Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No.

04-223, (effective September 16, 2005) ("OFO"), Qwest will provide to CLEC the Loop element of QLSP Services purchased in the following nine Omaha Nebraska Wire Centers under the terms and conditions of this Section 9 below rather than under the terms of the applicable ICA at rates provided in the Rate Sheet: Omaha Douglas; Omaha Izard Street; Omaha 90th Street; Omaha Fort Street; Omaha Fowler Street; Omaha O Street; Omaha 78th Street; Omaha 135th Street; and Omaha 156th Street.

1.2.2   The following QLSP Service types will be combined with 2-wire loops: QLSP Business; QLSP Centrex (including Centrex 21); Centrex Plus; Centron in Minnesota Only; QLSP ISDN BRI; QLSP PAL; QLSP PBX Analog non-DID and 1-Way DID Trunks; and QLSP Residential.

1.2.3   QLSP PBX Analog 2-Way DID Trunks will be combined with 4 wire loops.

1.3   **Local Switching.** The Local Switching Network Element ("Local Switching") is collectively the Line Side and Trunk Side facilities in the local serving Qwest end office Switch which provides the basic switching function, the port, plus the features, functions, and capabilities of the switch including all compatible, available, and loaded vertical features, e.g., anonymous call rejection, that are loaded in that switch. Vertical features are software attributes on end office Switches and are listed on the Qwest wholesale website. Qwest signaling is provided with Local Switching solely as described in Section 1.4.2 of this Attachment. The following Local Switching ports are available with QLSP Service: Analog Line Ports, Digital Line Ports Supporting Basic Rate Interface—Integrated Services Digital Network ("BRI ISDN"), and Analog Trunk Ports.

1.3.1 **Analog Line Port.** Line Port attributes include: telephone number; dial tone; signaling (Loop or ground start); on/off hook detection; audible and power ringing; Automatic Message Accounting (AMA Recording); and blocking options.

1.3.2 **Digital Line Port Supporting BRI ISDN.** BRI ISDN is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

1.3.3 **Analog Trunk Port.** DS0 analog trunk Ports can be configured as DID, DOD, and two-way.

1.3.3.1   Analog trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

1.3.3.2   All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are

June 18, 2008/kcd/MClmetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; :SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

1

converted at the End User Customer's location.

1.3.3.3. Two-way analog DID trunks are capable of initiating out going calls, and may be equipped with either rotary or touch-tone (DTMF) for this purpose. When the trunk is equipped with DID call transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

1.3.3.4 Two-way analog DID trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a special assembly request via ICB.

1.3.4 Usage. Local Switching Usage is billed on a Minute of Use ("MOU") basis as described within this Attachment. Rates for "Local Switch Usage" or "Local Switch MOUs" are provided in the QLSP Rate Sheet. The Parties acknowledge that the Local Switching Usage MOU for Minnesota and Utah is $0.0000.

1.4 **Vertical Features and Ancillary Functions and Services.**

1.4.1 QLSP Service includes nondiscriminatory access to all vertical features that are loaded in the Local serving Qwest end office switch.

1.4.2 Local Switching includes use of Qwest's signaling network (ISUP call set-up) solely for Local Traffic. "Local Traffic" and "Local Calls" means calls that originate and terminate within the Local Calling Area as defined in the Qwest tariff. Qwest will provide service control points in the same manner, and via the same signaling links, as Qwest uses such service control points and signaling links to provide service to its End User Customers served by that switch. Qwest's call related databases include the Line Information Database (LIDB), Internetwork Calling Name Database (ICNAM), 8XX Database for toll free calling, Advanced Intelligent Network Databases (AIN), and Local Number Portability Database. CLEC will not have access to Qwest's AIN based services that qualify for proprietary treatment, except as expressly provided for in this Agreement. Local Switching does not include use of Qwest's signaling network for Toll Traffic. "Toll Traffic" and "Toll Calls" means intra local access and transport area ("LATA") or interLATA calls that originate and terminate outside of the Local Calling Area as defined in the Qwest tariff. For all Toll Traffic originated by or terminated to CLEC's QLSP End User Customer, Qwest may bill applicable SS7 tariff charges, including SS7 message charges [ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP)], to the Interexchange Carrier (IXC) or other wholesale SS7 provider.

1.4.3 ICNAM and LIDB. CLEC will have non-discriminatory access to Qwest's LIDB database and ICNAM database as part of the delivery of QLSP Service.

1.4.4 The LIDB database contains the following data: various telephone line numbers and special billing number (SBN) data; originating line (calling number); billing number and terminating line (called number) information; calling card

validation; fraud prevention; Billing or service restrictions; sub-account information to be included on the call's Billing record; and calling card, billed to third number, and collect call information used in processing Alternately Billed Services (ABS).

1.4.5 The ICNAM database is used with certain end office Switch features to provide the calling party's name to CLEC's End User Customer with the applicable feature capability. ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in Qwest's calling name delivery service arrangement.

1.4.6 Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery is not blocked or otherwise limited by the calling party or other appropriate request).

1.4.7 For CLEC's QLSP End User Customers, Qwest will load and update CLEC's QLSP End User Customers' name information into the LIDB and ICNAM databases from CLEC's completed service orders. CLEC is responsible for the accuracy of its End User Customers' information.

1.4.8 Qwest will exercise reasonable efforts to provide accurate and complete LIDB and ICNAM information. The information is provided on an as-is basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same database for CLEC's QLSP End User Customers as Qwest accesses for its own End User Customers. Qwest will not be liable for system outage or inaccessibility or for losses arising from the authorized use of the data by CLEC.

1.4.9 Qwest will not charge CLEC for the storage of CLEC's QLSP End User Customers' information in the LIDB or ICNAM databases.

1.5 **Shared Transport and Toll.**

1.5.1 **Shared Transport.** The Shared Transport Network Element ("Shared Transport") provides the collective interoffice transmission facilities shared by various Carriers (including Qwest) between end-office switches and between end-office switches and local tandem switches within the Local Calling Area. Shared Transport uses the existing routing tables resident in Qwest switches to carry the End User Customer's originating and terminating local/extended area service ("EAS") interoffice Local traffic on the Qwest interoffice message trunk network. CLEC traffic will be carried on the same transmission facilities between end-office switches, between end-office switches and tandem switches, and between tandem switches on the same network facilities that Qwest uses for its own traffic. Shared Transport does not include use of tandem switches or transport between tandem switches and end-office switches for Local Calls that originate from end users served by non-Qwest Telecommunications Carriers ("Carrier(s)") which terminate to QLSP End Users.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; :SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

2

1.5.2   Originating Toll Calls from, and terminating Toll Calls to, QLSP End Users will be delivered to/from the designated IXCs from the Qwest end-office switches and access tandems. Use of access tandem switches are not included in this Agreement and access tandem charges, if any, may be billed by Qwest to the IXC(s) under the applicable access tariff.

1.5.3   IntraLATA and InterLATA Carrier Designation. QLSP includes the capability for selection of the interLATA and intraLATA Toll provider(s) on a 2-Primary Interexchange Carrier (PIC) basis. CLEC will designate the PIC assignment(s) on behalf of its End User Customers for interLATA and intraLATA Services. All CLEC initiated PIC changes will be in accordance with all Applicable Laws, rules and regulations. Qwest will not be liable for CLEC's improper PIC change requests.

1.5.4   Qwest IntraLATA Toll Local Primary Interexchange Carrier ("LPIC") 5123. Qwest does not authorize CLEC to offer, request, or select Qwest LPIC 5123 service to CLEC's End User Customers for intraLATA toll service with any QLSP Service in any state. In the event CLEC assigns the Qwest LPIC 5123 to CLEC's End User Customers, Qwest will bill CLEC and CLEC will pay Qwest the rates contained or referenced in the attached Rate Sheet.

1.5.5   Usage Shared Transport is billed on a MOU basis as described within this Attachment. Rates for "Shared Transport Usage" or "Shared Transport MOUs" are provided in the QLSP Rate Sheet.

1.6   QLSP Service Arrangement Descriptions.

1.6.1   QLSP Business is available to CLEC for CLEC's business End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.2   QLSP Centrex is available to CLEC for CLEC's business End User Customers. QLSP Centrex Services include Centrex 21, Centrex Plus, and in Minnesota, Centron, and are the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.2.1   CLEC may request a conversion from Centrex 21, Centrex-Plus or Centron service to QLSP Business or QLSP Residential. The Conversion NRC(s) provided in the Rate Sheet will apply.

1.6.2.2   Qwest will provide access to Customer Management System (CMS) with QLSP-Centrex at the rates set forth in the Rate Sheet.

1.6.3   QLSP ISDN BRI is available to CLEC for CLEC's End User Customers and is the combination of a Digital Line Side Port (supporting BRI ISDN), and Shared Transport provided under this Agreement with a Basic Rate ISDN capable Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.4   QLSP PAL is available to CLEC for only CLEC's Payphone Service Providers (PSPs) and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.5   QLSP PBX is available to CLEC for CLEC's business End User Customers.

1.6.5.1   PBX analog non-DID trunks are combinations of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.5.2   PBX with analog 1-way DID trunks are combinations of a DID trunk Port and Shared Transport provided under this Agreement with an Analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.5.3   PBX with analog 2- way DID trunks are combinations of a DID trunk Port and Shared Transport provided under this Agreement with an Analog – 4 wire voice grade Loop provided in accordance with CLEC's ICAs, except for those Loops that are otherwise provided for in this Agreement.

1.6.6   QLSP Residential is available to CLEC for CLEC's residential End User Customers and is the combination of an analog Line Side Port and Shared Transport provided under this Agreement with an analog - 2 wire voice grade Loop provided in accordance with CLEC's ICAs, except as otherwise provided for in this Agreement. QLSP Residential may be ordered and provisioned only for residential End User Customer application. The definition of residential service is the same as in Qwest's retail tariffs as applied to Qwest's End User Customers.

1.6.6.1   In order for CLEC to receive QLSP Residential rates via the monthly Residential End User Credit provided in the Rate Sheet, CLEC must identify residential end users by working telephone number (WTN) utilizing the LSR process as described in the Qwest wholesale website.

2.0   Additional Terms and Conditions and Service Features.

2.1   Qwest does not warrant the availability of facilities at any serving wire center. QLSP Services will not be available if facilities are not available. Qwest represents and warrants that it will not otherwise restrict facilities eligible to provide QLSP Service and that any and all facilities that would otherwise be available for retail service to a Qwest End User Customer will be considered eligible for use by CLEC for

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

3

QLSP Service to serve that same End User Customer. QLSP Services will not be subject to any line limitations.

2.2 **Loop Start ("LPS") to Ground Start ("GST") and GST to LST Changes ("LPS/GST Change")** are available with QLSP Services. POTS Services, e.g., a QLSP Centrex 21 line, can functionally and operationally be provisioned as either LPS or GST. Unless specifically requested otherwise, Qwest provisions POTS Services as LPS. GST is generally provisioned for Private Branch Exchange ("PBX") type services. LPS/GST Changes allow the CLEC to request a facility served by LPS to be changed to GST or vice versa. Additional information and ordering requirements are detailed on the Qwest Wholesale website.

2.2.1 The Subsequent Order Charge provided in the QLSP Rate Sheet and the Qwest retail Tariff nonrecurring charge ("NRC") for LPS/GST Changes, less an 18% wholesale discount, will be added to service orders requesting LPS/GST Changes.

2.3 **Daily Usage Feed (DUF).** Qwest will provide to CLEC certain originating and terminating call records ("usage information") generated by CLEC's QLSP end user via a DUF.

2.3.1 Qwest shall provide to MCI usage information within Qwest's control with respect to calls originated by or terminated to CLEC QLSP End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers. Without limiting the generality of the foregoing, Qwest shall provide MCI with the Daily Usage Feed billing information.

2.3.2 Qwest will provide to CLEC usage information necessary for CLEC to bill for interLATA and intraLATA exchange access to the IXC (excluding Qwest where it is the intraLATA Toll provider) in the form of the actual usage for this information, as such billing is described and allowed under section 3.7 of this Attachment. These exchange access records will be provided as Category 11 EMI records via the DUF.

2.3.3 Qwest will provide DUF records for the following: all usage occurrences billable to CLEC's QLSP lines, including Busy Line Verify (BLV), Busy Line Interrupt (BLI); originating local usage; usage sensitive CLASS features; and Qwest-provided intraLATA toll.

2.3.4 Local Call usage records will be provided as Category 01 or Category 10 EMI records via the DUF. Terminating Local Call usage records are not collected or available and will not be provided.

2.4 Feature and interLATA or intraLATA PIC changes or additions for QLSP, will be processed concurrently with the QLSP order as specified by CLEC.

2.5 Access to 911/E911 emergency Services for CLEC's End User Customers will be available in accordance with CLEC's ICAs. If Qwest is no longer obligated to provide access to 911/E911 emergency services in accordance with 47 U.S.C. §251, Qwest will then provide such services under this Agreement with respect to all CLEC QLSP Service End User Customers and new QLSP Service End User Customers, to the same degree and extent that 911/E911 emergency services were provided by Qwest prior to the elimination of 911/E911 emergency services as an obligation under 47 U.S.C. §251.

2.6 Qwest AIN and VMS are offered on a commercial basis and may be purchased with QLSP at the rates set forth in the attached Rate Sheet. Retail promotions may not be combined with QLSP.

2.7 If Qwest develops and deploys new local switch features for its End User Customers, those switch features will be available in the same areas and subject to the same limitations with QLSP Service. The rates that Qwest charges for such new local switch features will not in any case be higher than the retail rate Qwest charges.

2.8 Nothing in this Agreement alters or affects CLEC's right to receive any applicable universal service subsidy or other similar payments.

2.9 CLEC-branded Operator Services and Directory Assistance Services are provided under the terms and conditions of CLEC's ICAs.

3.0 **Rates and Charges.**

3.1 The recurring ("MRC") and NRC rates for QLSP Services and all associated QLSP applicable usage-based rates and miscellaneous charges are set forth in or incorporated by reference into the attached QLSP Rate Sheets. Rates for QLSP Services are in addition to the applicable rates for elements and Services provided under CLEC's ICAs. Qwest's tariffs and other agreements govern intercarrier charges and compensation rates such as access charges, reciprocal compensation, and other charges for elements and services; and nothing in this Agreement is intended to change or amend existing intercarrier compensation arrangements between CLEC and Qwest.

3.2 **QLSP rates Effective Date through Term.** Starting on the Effective Date of the Agreement, rates for the Service will be those provided or referenced in the attached Rate Sheet. The MRCs for the switch port will be adjusted annually, effective January 1 of each year through the term of the Agreement. CLEC is eligible for and will receive discounts on the Basic Plan switch port MRCs if it meets the volume plans described below. Discounts are not cumulative and Qwest will apply the highest discount rate to which CLEC is entitled. Basic Plan MRCs will apply if CLEC does not qualify for any discount.

3.2.1 **80% Year Over Year ("YOY") Volume Retention Plan:** If the number of CLEC's QLSP total lines (Working Telephone Numbers (WTNs)) as of October 31 of each year equals or exceeds 80% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year, CLEC will be entitled to a 5% discount off of the Business Port and a 1% discount off of the Residential Port MRCs applicable during the next calendar year.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

4

3.2.2   90% YOY Volume Retention Plan: If the number of CLEC's QLSP total lines as of October 31 of each year equals or exceeds 90% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year, CLEC will be entitled to a 10% discount off of the Business Port and a 2% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.3   110% YOY Volume Growth Plan: If the number of CLEC's QLSP total lines as of October 31 of each year equals or exceeds 110% of the sum of CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 20% discount off of the Business Port and a 4% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.4   120% YOY Volume Growth Plan: If the number of CLEC's total QLSP lines as of October 31 of each year equals or exceeds 120% of the sum of CLEC's total QLSP lines as of October 31 of the preceding year, and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 30% discount off of the Business Port and a 6% discount off of the Residential Port MRCs applicable during the next calendar year.

3.2.5   135% YOY Volume Growth Plan: If the number of CLEC's total QLSP lines as of October 31 of each year equals or exceeds 135% of the sum of CLEC's QLSP total lines as of October 31 of the preceding year and the YOY line increase is equal to or greater than two thousand (2000) QLSP lines, CLEC will be entitled to a 35% discount off of the Business Port and a 8% discount off of the Residential Port MRCs applicable during the next calendar year.

3.3   For purposes of counting CLEC's total QLSP lines in section 3.2 as of October 31 of each year, Qwest will include all QLSP lines and all Qwest Platform Plus™ ("QPP™") lines, if any, from the previous year. For example, to determine 2008 QLSP rates, Qwest will use the total number of CLEC's QLSP lines as of October 31, 2007 compared to CLEC's total number of QLSP lines as of October 31, 2006 in order to calculate CLEC's discount eligibility on January 1, 2008.

3.4   Except as otherwise provided here within, the Loop element combined with a QLSP Service will be provided in accordance with CLEC's ICAs with Qwest at the rates set forth in those ICAs.

3.4.1   Loops provided under this Agreement. Upon sixty (60) Days notice via the standard commercial notification process, Qwest may change monthly recurring charges for the Omaha, Nebraska Loop elements provided under this Agreement.

3.5   CLEC will be responsible for billing its QLSP End User Customers for all Miscellaneous Charges and surcharges required of CLEC by statute, regulation or otherwise required.

3.6   CLEC will pay Qwest the PIC change charge associated with CLEC End User Customer changes of interLATA or intraLATA Carriers. Any change in CLEC's End User Customers' InterLATA or intraLATA Carrier must be requested by CLEC on behalf of its End User Customer.

3.7   Intercarrier Compensation.   Except as specifically described in this Section, this Agreement does not change or amend applicable intercarrier compensation arrangements (including but not limited to Switched Access, Signaling, or Transit charges) between any parties, including between Qwest and Carriers or IXCs.

3.7.1   Switched Access.   For QLSP End User Customer(s), Qwest will not charge to or collect from the IXC usage based end office and loop Switched Access charges (such as Switched Access Tandem Switching, Switched Access Local Switching, End Office Shared Port, Tandem Transmission and Carrier Common Line) for InterLATA or IntraLATA Toll Calls originating or terminating from that QLSP End User Customer's line to an IXC.

3.7.2   Signaling. Qwest retains its rights to charge IXCs for signaling usage (ISUP Signal Formulation, ISUP Signal Transport, and ISUP Signal Switching, as well as LIDB, ICNAM and 8XX) associated with interLATA and intraLATA Toll Calls originated by or terminated to a QLSP End User under the applicable Tariff.

3.7.3   Transit. For any call originated by an end user served by a facilities-based Carrier that routes through Qwest's network and which terminates to a QLSP End User and for which Qwest has not billed CLEC for Local Switch Usage per MOU and Shared Transport per MOU charges related to such transited call, Qwest retains its rights to bill the originating Carrier Transit charges for that call under the originating Carrier's Agreement.

3.7.4   Other. It is Qwest's position that Qwest retains its rights to bill IXCs or other Carriers, as applicable, any and all other access charges and assessments not expressly addressed in this section, including but not limited to flat rated transport charges, in accordance with the applicable Tariff.

3.8   Local Switching Usage and Shared Transport Minute of Use (MOU) This section describes the use of the Qwest network for different call types originated by or terminated to QLSP End Users. This section does not effect Qwest's rights to charge IXCs for signaling as described in Section 1.4.2 of this Attachment.

3.8.1   Originating IntraOffice Local Calls - This originating Local Call requires switching by the local serving Qwest end office Switch only. When this call type is originated by a QLSP End User, Local Switch Usage charges provided in the QLSP Rate Sheet will apply. For these call types that also terminate to an end user served by a Carrier, Qwest may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA. Nothing in the immediately preceding sentence is intended to affect what Qwest may charge CLEC for QLSP under this Agreement.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

5

3.8.2   Originating InterOffice Local Calls. This originating Local Call requires switching by the local serving Qwest end office and other interoffice switching for Local traffic. When this call type is originated by a QLSP end user, Local Switch Usage per MOU and Shared Transport per MOU charges provided in the Rate Sheet will apply. For these call types that also terminate to an end user served by a non-Qwest Carrier, Qwest may pay that Carrier certain terminating compensation charges under terms and conditions of a separate ICA. Nothing in the Immediately preceding sentence is intended to affect what Qwest may charge CLEC for QLSP under this Agreement.

3.8.3   Originating IXC Toll Calls. This originating Toll Call requires switching by the local serving Qwest end office. If the QLSP End User's selected IXC does not have direct trunking to the local serving Qwest end office, Shared Transport is required to deliver that call to the Access Tandem for delivery to the IXC. When this call type is originated by a QLSP end user, Local Switch Usage provided in the QLSP Rate Sheet applies. Additionally If, Shared Transport Is necessary to deliver the call to the Access Tandem, Shared Transport Usage charges provided in the QLSP Rate Sheet will apply. For these call types that require Shared Transport, Qwest retains Its rights to bill the IXC for Tandem elements under the Tariff.

3.8.4   Terminating IntraOffice and InterOffice Local Calls. This terminating Local Call requires switching by the local serving Qwest end office and in certain instances other interoffice switching within the Local Calling area. When a call is terminated to a QLSP end user, no charges will apply under QLSP. For these call types that originate from an end user served by a Carrier, Qwest retains its rights to bill that Carrier certain Transit charges as described In Section 3.7 above.

3.8.5   Terminating IXC Toll Calls. This terminating Toll Call always requires switching by the local serving Qwest end office. If the originating caller's IXC does not have direct trunking to the QLSP end user's local serving Qwest end office switch, Shared Transport is required to terminate the call to the receiving QLSP end user. When this call type is terminated to a QLSP end user, Local Switch Usage charges provided in the Rate Sheet will apply. Additionally if, Shared Transport is necessary to deliver the call to the QLSP end user from the access tandem, Shared Transport Usage charges provided in the Rate Sheet will apply. For these call types that require Shared Transport, Qwest retains its rights to bill the IXC for Tandem elements under the Tariff.

3.8.6   Originating Toll Calls when Qwest Corporation LPIC 5123 Is the IntraLATA Toll provider. See Section 1.5.4 above.

3.9   Intentionally Omitted.

3.10   QLSP Services have a one-month minimum service period requirement for each CLEC End User Customer. The one-month minimum service period is the period of time that CLEC is required to pay 100% of the MRC for the Service even if CLEC does not retain Service for the entire month. QLSP Services are billed month to month and will after the one month minimum service period is satisfied be pro-rated for partial months based on the number of days Service was provided.

3.11   The Subsequent Order Charge is applicable on a per order basis when changes are requested to existing service, including changing a telephone number, initiating or removing suspension or Service, denying or restoring service, adding, removing or changing features, and other similar requests.

4.0   Systems and Interfaces.

4.1   Qwest and CLEC will support use of current OSS Interfaces and OSS business rules for QLSP, including electronic ordering and flow, as the same may evolve over time.

4.2   QLSP Services are ordered utilizing the LSR process as described in the Qwest wholesale website.

4.3   Prior to placing an order on behalf of each End User Customer, CLEC will be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

4.4   When Qwest or another provider of choice, at the End User Customer's request, orders the discontinuance of the End User Customer's existing service with CLEC, Qwest will render its closing bill to CLEC effective with the disconnection. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to Qwest or another service provider. Qwest will not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

4.5   The Parties will provide each other with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

5.0   Qwest will bill CLEC, on a monthly basis, within seven to ten Days of the last day of the most recent Billing period, in an agreed upon standard electronic format. Billing Information will include a summary bill, and individual End User Customer sub-account information. If CLEC needs additional or different billing information in order to properly bill its End Users or other Carriers (including Qwest), Qwest will work with CLEC in good faith to deliver such information.

6.0   Maintenance and Repair.

6.1   Qwest will maintain facilities and equipment that comprise the QLSP Service provided to CLEC. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

6.2   Qwest will provide general repair and maintenance Services on its facilities, including those facilities supporting QLSP Services purchased by CLEC. Qwest will repair and restore any equipment or any other maintainable component that adversely impacts CLEC's use of QLSP Service. Qwest and

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; :SD-CDS-080617-0011; :UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

6

CLEC will cooperate with each other to implement procedures and processes for handling service-affecting events. There will be no charge for the Services provided under this section except as set forth in the Rate Sheet.

7.0 Commercial Performance Measures and Reporting, Performance Targets and Service Credits (including in Washington, if Washington 7.0 is selected by CLEC as indicated on Signature Page).

7.1 Each Party will provide suitably qualified personnel to perform its obligations under this Agreement and all QLSP Services in a timely and efficient manner with diligence and care, consistent with the professional standards of practice in the industry, and in conformance with all Applicable Laws and regulations. The QLSP Service attributes and process enhancements are not subject to the Change Management Process ("CMP"). CLEC proposed changes to QLSP Service attributes and process enhancements will be communicated through the standard account interfaces. Change requests common to shared systems and processes subject to CMP will continue to be addressed via the CMP procedures.

7.2 Qwest will provide commercial performance measurements and reporting against established performance targets with QLSP Service. The following performance measurements will apply to QLSP Residential and QLSP Business: (a) Firm Order Confirmations (FOCs) On Time; (b) Installation Commitments Met; (c) Order Installation Interval; (d) Out of Service Cleared within 24 Hours; (e) Mean Time to Restore; and (f)Trouble Rate.

7.3 Commercial measurement definitions, methodologies, performance targets and reporting requirements are attached as Attachment 3. Qwest will provide CLEC with the raw data necessary to allow CLEC to disaggregate results at the state level. Reporting of these performance measures will be applied for activity beginning the first full month of Service after January 1, 2007.

7.4 CLEC will be entitled to service credits only for each instance of a missed installation commitment and each instance of an out of service condition that is not cleared within 24 hours occurring after January 1, 2007. All service credits will be applied automatically by Qwest as credit against CLEC's bill for the billing period following the one in which the credits were accrued. Credits for Services provided under this Agreement will be applied for activity beginning the first full month after January 1, 2007. Any credits or payments related to the Services provided prior to the first full month following January 1, 2007 and in accordance with to CMP, PID, PAP or all other wholesale service quality standards will no longer be applied beginning the first full month after January 1, 2007.

7.4.1 Installation Commitments Met. For each installation commitment that Qwest, through its own fault, fails to meet, Qwest will provide a service credit equal to 100% of the nonrecurring charge for that installation. Qwest will use the state installation nonrecurring charge contained in this Agreement for that order type in calculating the credit. The definition of a "missed installation commitment" and the associated exclusions are described in Attachment 3.

7.4.2 Out of Service Cleared within 24 Hours. For each out-of-service condition that Qwest, through its own fault, fails to resolve within 24 hours, Qwest will provide a service credit equal to one day's recurring charge (monthly recurring charge divided by 30) for each day out of service beyond the first 24 hours. (For example, if the out-of-service condition exists for 25 to 47 hours, CLEC will be entitled to a credit equal to the monthly recurring charge divided by 30. If the out-of-service condition existed for 48 to 71 hours, the credit would equal two times the monthly recurring charge divided by 30).

8.0 Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) (for Washington only, if Washington 8.0 is selected by CLEC as indicated on Signature Page).

8.1 If selected by CLEC under the terms and conditions of this Agreement, Qwest will, in Washington only, provide performance measurements, reporting, and remedies compliant with the Washington Performance Indicator Definitions ("PIDs") and the Qwest Washington Performance Assurance Plan ("PAP") for the Services, if eligible, provided under this Agreement. Only in the state of Washington, and only if expressly selected by CLEC under the terms and conditions of this Agreement, does this PID and PAP replace, in their entirety, the Commercial Performance Measures and Reporting, Performance Targets and Service Credits terms and conditions for Services provided under this Agreement outlined in Section 7.0 of this Agreement.

8.2 The PIDs and PAP for Washington in their current form are posted in the Qwest Wholesale PCAT, currently called Negotiations Template Agreement PCAT, under Exhibit B and Exhibit K for Washington, respectively. Those PIDs and that PAP are incorporated by referenced into, and made a part of, this Agreement. Subsequent changes to the PIDs or PAP submitted to the WUTC will be incorporated into the applicable exhibit as soon as they are effective either by operation of law or WUTC order, whichever occurs first and without further amendment to this Agreement.

8.3 To select the Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) option, CLEC must be a certified CLEC under applicable state rules and have elected the PID and PAP under its Washington interconnection agreement with Qwest.

8.4 Eligible QLSP Services will be included in the UNE-P PAP results beginning the first full month following Agreement execution.

8.5 Notwithstanding the dispute resolution provisions in the Agreement, the Parties will resolve any dispute, claim or controversy arising out of, or relating to, the PID and/or PAP under the dispute resolution process described in the PAP.

9..0 General DS0 Loop Facility Description for Forbearance Wire Centers. For those wire centers listed in Section 1.2.1 above, Qwest shall provision Loops in accordance with the requirements of this Section 9.

9.1 The DS0 Loop Facility is defined as a transmission

June 18, 2008/kcd/MClmetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

7

facility between a distribution frame (or its equivalent) in an Incumbent LEC Central Office and the Loop Demarcation Point at an End User premises. The DS0 Loop Facility includes all features, functions, and capabilities of such transmission facility.

9.0.1"Loop Demarcation Point" – Is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User, owner or landlord ownership of facilities begins.

9.1 Terms and Conditions

9.1.1 Qwest shall provide CLEC, on a non-discriminatory basis, DS0 Loop Facilities, (separate from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End Users.

9.1.2 Analog (Voice Grade) DS0 Loop Facilities. Analog (voice grade) DS0 Loop Facilities are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.1.3 Digital Capable DS0 Loop Facilities – Basic Rate (BRI) ISDN Capable Loop Facilities are transmission paths capable of carrying specifically formatted and line coded digital signals. DS0 Digital Loop Facilities may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems

9.1.4 When CLEC requests a Basic Rate ISDN capable Facility, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable Loop Facility. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the intended service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. The ISDN Capable Loop Facility may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.1.5 Qwest Is not obligated to provision DS0 Digital Loop Facilities to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the intended service.

9.1.6 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to DS0 Loop Facilities and ancillary and Finished Services in Its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

8.1.7 Facilities and lines Qwest furnishes on the premises of CLEC's End User up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection, repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines In connection with such purposes or, upon termination or cancellation of the DS0 Loop Facility service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.1.8 Reuse of Loop Facilities

9.1.8.1 When an End User contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the End User, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.1.8.2 When CLEC contacts Qwest with a request to convert an End User from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at new CLEC request, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.1.8.3. When CLEC contacts Qwest with a request to convert an End User from Qwest to CLEC, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.1.8.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2 A 2-wire loop will be combined with the following service types: QPP™ Business; QPP™ Centrex (including Centrex 21, and Centrex Plus), QPP™ ISDN BRI; QPP™ PAL; QPP™ PBX Analog non-DID and 1-Way DID Trunks, and; QPP™ Residential.

9.3 A 4 wire loop will be combined with the following QPP™ service type: QPP™ PBX Analog 2-Way DID Trunks.

June 18, 2008/kcd/MCImetro// Attachment 2 – QLSP® (v5.0 – 2-13-08)
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004; MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008; NM-CDS-080617-0009; OR-CDS-080617-0010; ;SD-CDS-080617-0011; ;UT-CDS-080617-0012; WA-CDS-080617-0013; WY-CDS-080617-0014

8

ATTACHMENT 3
Performance Targets for Qwest QLSP^{TM} Service

FOC-1 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs 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 "Performance Targets" below for FOC notifications.

- Includes all LSRs that are submitted through IMA-GUI and Application to Application interfaces that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC.)
- For FOC-1A, 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 FOC-1B, 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 Application to Application interface, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC.
- "Electronic/manual" LSRs are received electronically via IMA-GUI or Application to Application interface and involve manual processing.
- LSRs will be evaluated according to the FOC interval categories shown in the "Performance Targets" section below, based on the number of lines requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines requested on the related LSRs.

Reporting Period: One month	Unit of Measure: Percent

Reporting:	Disaggregation Reporting: Regional level.
Individual CLEC	• FOC-1A: FOCs provided for **fully electronic** LSRs received via IMA-GUI or Application to Application interface FOC-1B: FOCs provided for **electronic/manual** LSRs received via IMA-GUI or Application to Application interface

Formula:
FOC-1A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

FOC-1B = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

Exclusions:
- LSRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Performance Targets" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for FOC-1A, which only excludes hours outside the scheduled system 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 measure definition.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting:	Performance Target:	
QLSP-POTS	FOC-1A	95% within 20 minutes
	FOC-1B	95% within standard FOC intervals (specified below)
	Standard FOC Intervals	
	Product Group NOTE 1	**FOC Interval**
	QLSP-POTS (1-39 lines)	FOC-1A:20 Minutes FOC-IB24 hrs 24 hrs
Availability: Performance will be measured beginning the first full month of QLSP service (for the following month's reporting).		
	Notes: LSRs with quantities above the highest number specified for each product type are considered ICB.	

ICM-1 - Installation Commitments Met

Purpose:
Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

Description:
Measures the percentage of orders for which the scheduled due date is met.
• All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). Also included are orders with customer-requested due dates longer than the standard interval.
• Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting: Individual CLEC	**Disaggregation Reporting:** Regional level.

	• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving:
	   ICM-1A Dispatches (Includes within MSA and outside MSA); and
	   ICM-1B No dispatches.
	• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations:
	   ICM-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
[(Total Orders completed in the reporting period on or before the Applicable Due Date) ÷ (Total Orders Completed in the Reporting Period)] x 100

Exclusions:
• Disconnect, From (another form of disconnect) and Record order types.
• Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
• Records involving official company services.
• Records with invalid due dates or application dates.
• Records with invalid completion dates.
• Records with invalid product codes.
• Records missing data essential to the calculation of the measurement per the measure definition.

Product Reporting		Performance Target:	
MSA-Type:			
QLSP-POTS		QLSP-POTS (Dispatch and No Dispatch)	95%
Zone-Type:			

Availability:	Notes:
Performance will be measured beginning the first full month of QLSP service (for the following month's reporting).	

OII-1 - Order Installation Interval

Purpose:
Evaluates the timeliness of Qwest's installation of services for CLECs, focusing on the average time to install service.

Description:
Measures the average interval (in business days) 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 CLEC, 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 CLEC-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 1]
• Time intervals associated with CLEC-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 CLEC-initiated due date, if any. [NOTE 1]

Reporting Period: One month	Unit of Measure: Average Business Days

Reporting: Individual CLEC	Disaggregation Reporting: Regional level.
	• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving: OII-1A Dispatches (Includes within MSA and outside MSA); and OII-1B No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations: OII-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with CLEC-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ Total Number of Orders Completed in the reporting period
Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) by total number of service orders completed in the reporting period.

Exclusions:
• Orders with CLEC 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 measure definition.
• Orders involving individual case basis (ICB) handling based on quantities of lines or orders deemed to be projects.

Product Reporting:		
MSA-Type -	Reported As:	
QLSP-POTS	Average business days	
Zone-Type -		

Performance Target:	
QLSP-POTS (Dispatched) QLSP-POTS (No Dispatch)	6 Days 3.5 Days

Availability:	Notes:
Performance will be measured beginning in the first full month of QLSP service (for the following month's reporting).	1. According to this definition, the Applicable Due Date can change, per successive CLEC-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 CLEC-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 CLEC-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and CLEC-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 CLEC-initiated impacts on intervals are not counted in the reported interval.

OOS24-1 - Out of Service Cleared within 24 Hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).

Description:
Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.
- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time of receipt of trouble ticket to the date and time trouble is indicated as cleared.

Reporting Period: One month	Unit of Measure: Percent

Reporting:
Individual CLEC
	Disaggregation Reporting: Regional level.
	• . Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving:
	    OOS24-1A Dispatches (Includes within MSA and outside MSA); and
	    OOS24-1B No dispatches.
	• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations:
	    OOS24-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) | (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100

Exclusions:
- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, 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 No Trouble Found (NTF), Test O K (TOK), 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 measure definition.

Product Reporting:	Performance Targets:	
MSA-Type -		
• QLSP POTS	Dispatch and Non-Dispatch	90%
Zone-Type -		

Availability:	Notes:
Performance will be measured beginning the first full month of QLSP service (for the following month's reporting).	

MTTR-1 - Mean Time to Restore

Purpose:	
Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.	

Description:
Measures the average time taken to clear trouble reports.
- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time of receipt to date and time trouble is cleared.

Reporting Period: One month	Unit of Measure: Hours and Minutes

Reporting:
Individual CLEC
	Disaggregation Reporting: Regional level.
	• Results for product/services listed in Product Reporting under "MSA Type Disaggregation" will be reported according to orders involving:
	    MTTR-1A Dispatches (Includes within MSA and outside MSA); and
	    MTTR-1B No dispatches.
	• Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be reported according to installations:
	    MTTR-1C Interval Zone 1 and Interval Zone 2 areas.

Formula:
$\sum$[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] $\div$ (Total number of Trouble Reports closed in the reporting period)

Exclusions:
- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, 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 No Trouble Found (NTF), Test O K (TOK), 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 measure definition.

Product Reporting:	Performance Target:	
MSA-Type – QLSP-POTS	QLSP-POTS (No Dispatch)	5 Hours
	QLSP-POTS (Dispatched)	14 Hours
Zone-Type -		
•		

Availability:	Notes:
Performance will be measured beginning in the first full month of QLSP service (for the following month's reporting).	

TR-1 - Trouble Rate

Purpose:
Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.

Description:
Measures trouble reports by product and compares them to the number of lines in service. • Includes all trouble reports closed during the reporting period, subject to exclusions specified below. • Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.

Reporting Period: One month	Unit of Measure: Percent
Reporting Individual CLEC	Disaggregation Reporting: Regional level.

Formula:
[(Total number of trouble reports closed in the reporting period involving the specified service grouping) ÷ (Total number of the specified services that are in service in the reporting period)] x 100

Exclusions:

• Trouble reports coded as follows:
   – For products measured from MTAS data (products listed for MSA-type, trouble reports coded to disposition codes for: Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; No Field Visit Test OK, No Field Visit Found OK, Field Visit Found OK, 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) trouble reports coded to trouble codes for No Trouble Found (NTF), Test O K (TOK), 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".
• For products measured from MTAS data (products listed for MSA-type, 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 measure definition.

Product Reporting:	Performance Target:
MSA Type:	
• QLSP-POTS	Diagnostic
Zone Type:	
•	
Availability: Performance will be measured beginning in the first full month of QLSPP service (for the following month's reporting).	**Notes:**

QWEST LOCAL SERVICES PLATFORM™ AGREEMENT

This Qwest Local Services Platform™ ("QLSP™") Agreement, together with the Attachments and Rate Sheets, incorporated herein by reference, ("Agreement") is between **Qwest Corporation ("Qwest") and MCImetro Access Transmission Services LLC ("CLEC")** (each identified for purposes of this Agreement in the signature blocks below, and referred to separately as a "Party" or collectively as the "Parties"). The undersigned Parties have read and agree to the terms and conditions set forth in the Agreement.

Qwest Corporation:

By: _____

L.T. Christensen

Director - Wholesale Markets

Date: ___7/18/08___

MCImetro Access Transmission Services LLC:

By: _____

[Name]: **Peter H. Reynolds**

[Title]: ___Director___

Date: ___July 18, 2008___

NOTICE INFORMATION: All written notices required under the Agreement shall be sent to the following:

To Qwest Corp.:
1801 California Street, Suite 2420
Denver, CO 80202
Phone #: 303-965-3029
Facsimile #: 303-965-3527
E-mail: Intagree@qwest.com
Attention: Manager-Interconnection

To CLEC:
Verizon Business
22001 Loudoun County Parkway
Ashburn, VA 20147
Phone #: 703-886-1918
Facsimile #: 703-886-0118
E-mail: peter.h.reynolds@verizonbusiness.com
Attention: Peter H. Reynolds,
            Director–National Carrier Contracts and Initiatives

With copy to: Qwest Communications
                 1801 California Street, 10th Floor
                 Denver, Colorado 80202
                 Facsimile #: 1-303-383-6661
                 Attention: Corporate Counsel, Wholesale

Verizon Business
VP, Network and Technology Law
22001 Loudoun County Parkway
Ashburn, VA 20147
Fax: 703-886-0860

APPLICABLE STATES:

Qwest agrees to offer and CLEC intends to purchase Service in the states indicated below by CLEC's signatory initialing (or an "X") on the applicable blanks. **Note: If CLEC chooses to indicate Washington, CLEC must select only one (1) of the Washington Service offerings. CLEC may not change its Washington selection after the Agreement is executed.**

X	Arizona
X	Colorado
X	Idaho
X	Iowa
X	Minnesota
X	Montana
X	Nebraska
X	New Mexico
X	North Dakota
X	Oregon

X	South Dakota
X	Utah
___	**Washington 7.0** (with Commercial Performance Measures and Reporting, Performance Targets and Service Credits, as described in Section 7.0 of Attachment 2 to this Agreement); or
X	**Washington 8.0** (with Service Performance Measures and Reporting and Performance Assurance Plan (PID/PAP) for Washington only, as described in Section 8.0 of Attachment 2 to this Agreement).
X	Wyoming

June 18, 2008/kcd/MCImetro//Qwest QSLP Agreement
AZ- CDS-080617-0001; CO-CDS-080617-0002; ID-CDS-080617-0003; IA-CDS-080617-0004;
MN-CDS-080617-0005; MT-CDS-080617-0006; NE-CDS-080617-0007; ND-CDS-080617-0008;
NM-CDS-080617-0009; OR-CDS-080617-0010; SD-CDS-080617-0011; UT-CDS-080617-0012;
WA-CDS-080617-0013; WY-CDS-080617-0014

Page 1 of 11