

**LOCAL INTERCONNECTION
AGREEMENT**

BETWEEN

QWEST CORPORATION

AND

ELECTRIC LIGHTWAVE, INC.

FOR

WASHINGTON

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PART A - GENERAL TERMS

This Local Interconnection Agreement is between Electric Lightwave, Inc. ("ELI"), a Delaware corporation and Qwest Corporation ("Qwest"), a Colorado corporation.

(A)1. SCOPE OF AGREEMENT

(A)1.1 Pursuant to this negotiated Local Interconnection Agreement ("Agreement"), ELI, a Competitive Local Exchange Carrier, and Qwest (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange, and for which Qwest is the incumbent Local Exchange Carrier within the state of Washington for purposes of providing local Telecommunications Services. This Agreement includes terms, conditions, and prices for network Interconnection, access to Unbundled Network Elements (UNEs), ancillary network services, and retail services available for resale. It will be submitted to the Washington Utilities and Transportation Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

(A)1.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are or could be the results of arbitrated decisions by the Commission which are currently being challenged by Qwest or ELI. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Although that opinion is legally-binding, many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(l) of the Act, shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment, within sixty (60) days of notice by either Party requesting to negotiate an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and network element arrangement contained in this Agreement, and this Section 1.2 shall be

considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

(A)1.2.1 Qwest is in the process of filing a Statement of Generally Available Terms and Conditions ("SGAT") for Interconnection, unbundled network elements, Ancillary Services, and Resale of Telecommunications Services in each state. Qwest will use its best efforts to incorporate all 271 checklist and performance metrics requirements in the Qwest ("SGAT"). Because the SGAT is Qwest's standard contract offer, ELI may opt into any provisions or portions thereof that do not lose their context contained in the SGAT for this state at any time by executing an appropriate amendment to this Agreement. This Agreement may be amended to incorporate the results of each state's Section 271 proceedings ("Section 271 Results"). ELI will notify Qwest of its intent to amend this Agreement to incorporate such Section 271 Results and modification will be made pursuant to the amendment procedures described in this Agreement.

(A)1.3 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide (a) services for resale and (b) certain UNEs, ancillary functions and additional features to ELI, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection and reciprocal compensation for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic between Qwest and ELI and Jointly Provided Switch Access (InterLATA and IntraLATA presubscribed/dial around) traffic between Qwest, ELI and Interexchange Carrier (IXC) for purposes of offering Telecommunications Services.

(A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

(A)1.5 Qwest shall make services, functionalities and features available to ELI under this Agreement consistent with the way they are available to other Co-Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.

(A)1.6 This Agreement is structured in the following format:

- Part A - General Terms
- Part B - Resale
- Part C - Reciprocal Traffic Exchange
- Part D - Collocation
- Part E - Unbundled Network Elements

Part F – Advanced Services Network Interconnection
Part G - Ancillary Services
Part H - Miscellaneous Provisions
Part I - Rates
Part J - Signature

(A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "Co-Provider Questionnaire". This questionnaire will then be used to:

Determine geographical requirements
Identify ELI Ids
Determine Qwest system requirements to support ELI specific activity
Collect credit information
Obtain billing information
Create summary bills
Establish input and output requirements
Create and distribute Qwest and ELI contact lists
Identify client hours and holidays

This "Co-Provider Questionnaire" requirement shall be waived in cases where services have been provided under a prior agreement.

(A)2. DEFINITIONS

(A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services and Local Interconnection Service.

(A)2.2 "Access Services" refers to the Tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic. The Parties agree to disagree regarding the treatment of phone to phone voice interexchange traffic that is transmitted over a carriers' packet switched network using protocols such as TCP/IP, since such services are not currently offered by ELI or its customers. In the event ELI or its customers commence offering such services, the Parties agree to resolve any dispute through the Dispute Resolution provisions of this Agreement.

(A)2.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.

(A)2.4 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods (for example, carrier – less AM/PM discrete multi-tone, or discrete wavelet multi-tone).

(A)2.5 "Advanced Services" refers to high speed, switched, broadband, wireline telecommunications capabilities that enables users to originate and receive high

quality voice, data, graphics, or video telecommunications using any technology.

- (A)2.6 "Arrangement" for interconnection, services, or unbundled network elements means all of the rates, terms and conditions contained in an Agreement to which Qwest is a party approved by the Commission under Section 252 of the Act, legitimately related to the provision of any one of the following: interconnection, service, network element arrangement or other provisions.
- (A)2.7 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. In an SS7 environment, ANI may be transmitted over local interconnection trunks.
- (A)2.8 "Basic Exchange Features" are optional end user switched services that include, but are not limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.
- (A)2.9 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.
- (A)2.10 "Bona Fide Request" or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.
- (A)2.11 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.
- (A)2.12 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter which refers to the number transmitted through a network identifying the calling party. Reference Technical Pub. 77342.
- (A)2.13 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:
- (A)2.13.1 "End Office Switches" which are used to terminate end user station loops for the purpose of interconnecting to each other and to trunks for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA and IntraLATA Toll); and

- (A)2.13.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches. Access tandems provide connections for the exchange of Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic.
- (A)2.14 "Collocation" is an arrangement where space is provided in a Qwest Premise for the placement of ELI's equipment to be used for the purpose of Interconnection with Qwest and other collocated carriers and access to Unbundled Network Elements. Qwest offers five standard Collocation arrangements: Virtual Collocation, Physical Collocation, Cageless Physical Collocation, Shared Collocation and Interconnection Distribution Frame (ICDF) Collocation. The Parties may, using the BFR process, mutually agree to other Collocation arrangements not otherwise provided herein.
- (A)2.15 "Commission" means the state regulatory agency with lawful jurisdiction over telecommunications.
- (A)2.16 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.
- (A)2.17 "Co-Provider" means an entity authorized to provide Local Exchange Service that does not otherwise qualify as an incumbent Local Exchange Carrier ("LEC").
- (A)2.18 "Digital Signal Level 0" or "DS0" is the 64 Kbps worldwide standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.
- (A)2.19 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.
- (A)2.20 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.
- (A)2.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Telcordia document that defines industry standards for exchange message records.

- (A)2.22 "Extended Area Service (EAS)/Local Traffic" (Exchange Service) means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with Qwest's then current EAS/local serving areas, as determined by the Commission.
- (A)2.23 "HDSL" or "High-Bit Digital Subscriber Line" means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using 2 Binary/1 Quaternary ("2B1Q").
- (A)2.24 "Hub" denotes a Qwest-designated Wire Center, other than the Qwest Serving Wire Center of ELI's POI, at which multiplexing is performed.
- (A)2.25 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates with or within the switch at a DS1 level (twenty-four (24) Local Loop Transmission paths combined into a 1.544 Mbps digital signal).
- (A)2.26 "Integrated Services Digital Network" or "ISDN" means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D). Primary Rate interface – ISDN (PRI-ISDN) provides a digital transmission of 23 bearer channels and one data channel (23+D).
- (A)2.27 "IDSL" means an ELI service using ELI's digital subscriber line equipment collocated in Qwest's Premises over loops provided by Qwest and providing the same or similar functionality as ISDN.
- (A)2.28 "Internet-related Traffic" refers to dial-up access through an entity that combines computer processing, information storage, protocol conversion, and routing with transmission to enable users to access Internet content or data.
- (A)2.29 "Interconnect & Resale Resource Guide" is a Qwest document that provides essential information needed to request services available under this Agreement. It is available on Qwest's Web site.
- (A)2.30 "Interconnection" is the linking of two (2) networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.
- (A)2.31 "Interexchange Carrier" or "IXC" means a carrier that provides interLATA or IntraLATA presubscribed/dial around switched access services.
- (A)2.32 "IntraLATA Toll" (Exchange Access) is defined in accordance with Qwest's current intraLATA toll serving areas, as determined by the Federal Communications Commission.
- (A)2.33 "Local Exchange Carrier" or "LEC" means any person that is engaged in the provision of telephone exchange service (EAS/Local) or exchange access (IntraLATA Toll). Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under Section

332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

- (A)2.34 "Local Loop Transmission" or "Loop" means the entire transmission path which extends from the network interface device or demarcation point at an end user's premises to the Main Distribution Frame or other designated frame or panel in a Party's Wire Center which serves the end user.
- (A)2.35 "Local Number Portability" means the ability of users of telecommunications services, to retain, at the same location, existing telecommunications numbers, without impairment of quality, reliability, or convenience which switching from one telecommunications carrier to another.
- (A)2.36 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.
- (A)2.37 "Main Distribution Frame" or "MDF" means a Qwest distribution frame used to interconnect cable pairs and line and trunk equipment terminals on a switching system.
- (A)2.38 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.
- (A)2.39 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document, published by Telcordia as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service. It is published by Telcordia as SRBDS 00983.
- (A)2.40 "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs (including a LEC and Co-Provider) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or Co-Provider) receiving an appropriate share of the revenues as defined by their effective access Tariffs.
- (A)2.41 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.
- (A)2.42 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code

(commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

- (A)2.43 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.
- (A)2.44 "Packet Switching Capability Network Element" is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:
- (a) The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
 - (b) The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
 - (c) The ability to extract data units from the data channels on the loops, and
 - (d) The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- (A)2.45 "Party" means either Qwest or ELI and "Parties" mean Qwest and ELI.
- (A)2.46 "Point of Interface", "Point of Interconnection", or "POI" is a point of demarcation where the exchange of traffic between two LECs (including a LEC and a Co-Provider) takes place.
- (A)2.47 "Port" means an access point on a central office switch but does not include switch features.
- (A)2.48 "Premises" refers to Qwest's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by Qwest that house its network facilities, and all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.
- (A)2.49 "Rate Center" means the specific geographic point and its corresponding geographic area, (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Basic Exchange Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.
- (A)2.50 "Rate Center Area" is the geographic area within which basic exchange services are provided for NPA-NXX designations associated with a particular Rate Center.
- (A)2.51 "Reseller" is a category of local exchange service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.
- (A)2.52 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service

Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with a SCP.

- (A)2.53 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. A STP transmits, receives and processes Common Channel Signaling ("CCS") messages.
- (A)2.54 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access services. Switched Access traffic, as specifically defined in Qwest's state and interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.
- (A)2.55 "Tariff" as used throughout this Agreement refers to Qwest or ELI interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.
- (A)2.56 "Technically Feasible": Interconnection, access to unbundled network elements, collocation, and other methods of achieving Interconnection or access to unbundled network elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access or methods. A determination of Technical Feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible.
- (A)2.57 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- (A)2.58 "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.

- (A)2.59 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- (A)2.60 "xDSL" refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provide digital communications services over copper loops, either in addition to or instead of normal analog voice service. xDSL Loops means Loops that have been conditioned, if necessary, and at the appropriate charge if any, by Qwest to carry the appropriate xDSL signals.
- (A)2.61 Terms not otherwise defined here, but defined in the Act shall have the meaning defined there. Where a term is defined in the regulations implementing the Act but not in this Agreement, unless the context requires otherwise, the Parties intend to adopt the definition as set forth in said regulations.

(A)3. TERMS AND CONDITIONS

(A)3.1 General Provisions

- (A)3.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.
- (A)3.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.
- (A)3.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either Party's end users, and each Party may discontinue or refuse service if the other Party violates this provision. Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.
- (A)3.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.
- (A)3.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

(A)3.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

(A)3.2 Term of Agreement

This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act, and shall continue in force and effect until terminated by either Party providing one hundred sixty (160) days written notice of termination to the other Party; provided, however, that such notice of termination shall not be given prior to September 12, 2003. The day the notice is served will determine the starting point for a 160 day negotiation period (in accordance with 252(b)(1) of the Act).

(A)3.2.1 If the Parties are unable to negotiate a new agreement following provision of the one hundred and sixty (160) day notice of termination, the window of opportunity to file for arbitration to resolve outstanding contractual issues in accordance with the Act will end on the termination date specified in the notice and an arbitration petition will have to be filed.

(A)3.2.2 If the Parties are able to reach agreement, this Agreement shall continue for the brief period of time needed to secure the Commission's approval of an adoption or a new interconnection/resale agreement. In the case of Section (A)3.2.1, this Agreement will expire on the termination date specified in the one hundred and sixty (160) day notice referenced above unless a petition for arbitration has been filed, but if such a petition has been filed then this Agreement shall continue for the brief period necessary for the Commission to act and resolve the disputed issues and to approve a new interconnection agreement consistent with the results of the arbitration so that the Parties will have an effective interconnection/resale agreement.

(A)3.3 Proof of Authorization

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

(A)3.3.1 The end user's written Letter of Authorization.

(A)3.3.2 The end user's electronic authorization by use of an 8XX number.

- (A)3.3.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).

(A)3.4 Payment

- (A)3.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice.
- (A)3.4.2 Should either Party dispute, in good faith, any portion of the monthly billing under this Agreement, the disputing Party will notify the other in writing within forty-five (45) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. Notwithstanding the foregoing, all payments shall be made in accordance with (A)3.4.1. Both ELI and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. Should the dispute be resolved in a manner requiring a refund, reimbursement will include the resolved amount plus interest from the date payment was due. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event payment was withheld for a disputed charge, and upon resolution of the matter it is determined that such payments should have been made, the resolved amount is to be paid with interest on the withheld amount, subject to the above provisions.
- (A)3.4.3 Both Parties will determine the credit status of the other Party based on previous payment history or credit reports such as Dun and Bradstreet. If either Party has not established satisfactory credit with the other Party or is repeatedly delinquent in making its payments, the other Party may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) calendar days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety bond, a letter of credit with terms and conditions acceptable to Qwest or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand in accordance with Commission requirements.
- (A)3.4.4 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to the appropriate Party's account or refunded, as appropriate, upon the earlier of the termination of this Agreement or the establishment of satisfactory credit, which will generally be one full year of timely payments in full by ELI. The fact that a deposit has been made

does not relieve either Party from any requirements of this Agreement.

(A)3.4.5 Either Party may review the others credit standing and modify the amount of deposit required.

(A)3.4.6 The late payment charge for amounts that are billed under this Agreement and not paid by the due date shall be, unless otherwise specified in this agreement:

- i. 0.0003 per day compounded daily for the number of calendar days from the payment due date to, and including, the date payment is made, that would result in an annual percentage rate of 12% or
- ii. the highest lawful rate, whichever is less.

If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.

(A)3.5 Taxes

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

(A)3.6 Insurance

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

(A)3.6.1 Workers' Compensation with statutory limits as required in the state of operation; and Employers' Liability insurance with limits of not less than \$100,000 each accident.

(A)3.6.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the Premises, including coverage for independent contractor's protection (required if any work will be subcontracted), Premises-operations, products and/or completed

operations and contractual liability with respect to the liability assumed by ELI hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

- (A)3.6.3 ELI and Qwest will maintain comprehensive automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrences for bodily injury and property damage.
- (A)3.6.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.
- (A)3.6.5 Intentionally left blank for numbering consistency.
- (A)3.6.6 ELI and Qwest each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives of the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.
- (A)3.6.7 Upon the execution hereof, ELI shall provide certificate(s) of insurance evidencing coverage, and annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall; (1) name Qwest as an additional insured under commercial general liability coverage as respects Qwest's interests; (2) provide Qwest thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by Qwest; and (4) policy(s) provide severability of interest/cross liability coverage.

(A)3.7 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, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The

Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

(A)3.8 Limitation of Liability

- (A)3.8.1 Each Party shall be liable to the other for direct damages for any loss, defect or equipment failure resulting from the causing Party's conduct or the conduct of its agents or contractors in performing the obligations contained in this Agreement.
- (A)3.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.
- (A)3.8.3 Except for indemnity obligations, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.
- (A)3.8.4 Nothing contained in this Section shall limit either Party's liability to the other for intentional, malicious misconduct.
- (A)3.8.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.
- (A)3.8.6 Neither Party shall be liable to the other under any theory including indemnity on account of such Party's failure or neglect to have or maintain a system or systems that are Year 2000 compliant. As the Parties approach the Year 2000, date information associated with any interfaces between the Parties is expected to remain as it is. Any changes in the interface format associated with date information will be negotiated and agreed to by the Parties prior to any changes.

(A)3.9 Indemnity

- (A)3.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

(A)3.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

(A)3.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional, malicious misconduct of the other Party.

(A)3.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, liable, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.

(A)3.9.2 The indemnification provided herein shall be conditioned upon:

(A)3.9.2.1 The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification. Failure to so notify the indemnifying Party shall not relieve the indemnifying Party of any liability that the indemnifying Party might have, except to the extent that such failure

prejudices the indemnifying Party's ability to defend such claim.

(A)3.9.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

(A)3.9.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

(A)3.10 Intellectual Property

(A)3.10.1 Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

(A)3.10.2 The rights and licenses above are granted "AS IS" and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, copyright, trade secret, or any other proprietary or intellectual property right of any third party.

(A)3.10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

- (A)3.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, tradename, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, tradename, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.
- (A)3.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates, 2) it is part of a joint business association or any similar arrangement with the other or its affiliates, 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services, or 4) with respect to its advertising or promotional activities or materials, that the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates.
- (A)3.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, ELI may use the phrase “ELI is a Reseller of U S WEST Communications services” (the “Authorized Phrase”) in ELI’s printed materials provided:
- (A)3.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by ELI.
- (A)3.10.6.2 ELI’s use of the Authorized Phrase does not cause end users to believe that ELI is Qwest.
- (A)3.10.6.3 The Authorized Phrase, when displayed, appears only in text form ELI may not use the U S WEST logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of ELI’s name and in no event shall exceed 8 point size.
- (A)3.10.6.4 ELI shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.
- (A)3.10.6.5 If Qwest determines that ELI’s use of the Authorized Phrase causes end user confusion, Qwest may

immediately terminate ELI's right to use the Authorized Phrase.

(A)3.10.6.6 Upon termination of ELI's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and ELI shall immediately cease any and all such use of the Authorized Phrase. ELI shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

(A)3.10.7 ELI acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and Qwest respectively (the "Owners"). ELI recognizes that nothing contained in this Agreement is intended as an assignment or grant to ELI of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. ELI will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. ELI will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

(A)3.11 Warranties

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(A)3.12 Assignment

(A)3.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control. If ELI's assignee or transferee has an Interconnection agreement with Qwest, the Parties shall meet and negotiate the resolution of conflicts and discrepancies between the assignee's or

transferee's Interconnection agreement and this Agreement. To the extent the Parties cannot agree to a resolution, the Dispute Resolution provisions shall apply. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. Nothing in the foregoing is intended to alter ELI's rights pursuant to Section 252(i) of the Telecommunications Act as set forth Section (A)3.33.

- (A)3.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of ELI, or any sale, transfer, pledge or other disposition by ELI of securities representing more than 50% of the securities entitled to vote in an election of ELI's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by ELI of substantially all of its assets, shall be deemed a transfer of control.

(A)3.13 Default

If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

(A)3.14 Disclaimer of Agency

Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

(A)3.15 Nondisclosure

- (A)3.15.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory

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

- (A)3.15.2 Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.
- (A)3.15.3 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.
- (A)3.15.4 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:
 - (A)3.15.4.1 was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
 - (A)3.15.4.2 is or becomes publicly known through no wrongful act of the receiving Party; or
 - (A)3.15.4.3 is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
 - (A)3.15.4.4 is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

- (A)3.15.4.5 is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or
 - (A)3.15.4.6 is approved for release by written authorization of the disclosing Party; or
 - (A)3.15.4.7 is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.
- (A)3.15.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected.
- (A)3.15.6 **Effective Date Of This Section.** Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

(A)3.16 Survival

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement; any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

(A)3.17 Escalation/Dispute Resolution

(A)3.17.1 The Parties agree to establish the following binding escalation process to resolve any and all business issues that may arise between them. The escalation process is the following:

(A)3.17.1.1

Level	Participants	Timeframe for Discussion
Level 1	Directors	10 business days
Level 2	Vice Presidents/Senior Vice Presidents (or designated rep)	10 business days
Level 3	Business Unit Presidents (or designated rep)	10 business days
Level 4	If a dispute is not resolved in Levels 1 through 3, either Party may resort to the regulatory or legal process.	

- (A)3.17.1.2 The Parties agree, subject to any subsequent written agreement between the Parties, to: (1) utilize the established escalation process and time frames to resolve such disputes; (2) commit the time, resources and good faith necessary to meaningful dispute resolution; (3) not proceed to a higher level of dispute resolution until either a response is received or expiration of the time frame for the prior level of dispute resolution; and (4) complete Levels 1, 2, and 3 of dispute resolution before seeking resolution through regulatory processes, arbitration or the courts.
- (A)3.17.2 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.
- (A)3.17.3 At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate an employee to review and resolve the dispute. If at the end of sixty (60) calendar days the dispute has not been resolved to both parties satisfaction, the dispute shall be given over to an officer-level employee, at no less than the vice president level, to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.
- (A)3.17.4 If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may seek legal or regulatory intervention as provided by state or federal law. Alternatively, with mutual consent of the Parties, a dispute may be resolved by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in

any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver, Colorado metropolitan area. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

- (A)3.17.5 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.
- (A)3.17.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the Federal Communications Commission as provided by state or federal law.
- (A)3.17.7 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

(A)3.18 Controlling Law

This Agreement was negotiated by the Parties in accordance with the terms of the Act and the laws of the state where service is provided hereunder. It shall be interpreted solely in accordance with the terms of the Act and the applicable state law in the state where the service is provided.

(A)3.19 Joint Work Product

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

(A)3.20 Responsibility for Environmental Contamination

Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

(A)3.21 Notices

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

Qwest

Director - Interconnect
1801 California, Room 2410
Denver, CO 80202

With copy to:

U S WEST Law Department
Attention: General Counsel, Interconnection
1801 California Street, 49th Floor
Denver, CO 80202

ELI

Mr. Peder Gunderson
Interconnect Manager - Government and Industry Affairs
4400 N.E. 77th Avenue
Vancouver WA, 98662
360-816-3429
peder_gunderson@eli.net

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

(A)3.22 Responsibility of Each Party

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations or, (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

(A)3.23 No Third Party Beneficiaries

This Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

(A)3.24 Referenced Documents

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

(A)3.25 Publicity

Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

(A)3.26 Amendment

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

(A)3.27 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

(A)3.28 Headings of No Force or Effect

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

(A)3.29 Regulatory Approval

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

(A)3.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and ELI agree to take all action necessary to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

(A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 (“CALEA”)

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party’s sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

(A)3.32 Cooperation

The Parties agree to work jointly and cooperatively in implementing this Agreement.

(A)3.33 Pick and Choose Rights

Pursuant to Section 252(i) of the Act, Qwest shall make available to ELI upon request any individual interconnection, services, or unbundled network element arrangements contained in any agreement to which Qwest is a party that is approved by the Commission pursuant to Section 252 of the Act (a "Third Party Agreement") upon the same rates, terms, and conditions as are provided in the Third Party Agreement, subject to the following conditions:

- (A)3.33.1. ELI may elect to amend this Agreement to incorporate either (a) the Third Party Agreement in its entirety, or (b) the legitimately related rates, terms, and conditions contained in the Third Party Agreement, related to one or more of the following Arrangements: interconnection, service, network element arrangement or other provisions.
- (A)3.33.2. Qwest shall not make available any provisions of a Third Party Agreement except as set forth in (A)3.33.1 above.

- (A)3.33.3. Qwest shall make available Third Party Agreements or Arrangements contained in a Third Party Agreement only until the initial expiration date of the Third Party Agreement, including any automatic renewals for a set period of time as defined in the Third Party Agreement. With the exception of pre-existing agreements where required by the Commission, the Parties agree to disagree whether Qwest must make available such Arrangements in Third Party Agreements which were approved by the Commission prior to the effective date of this Agreement. In the event Qwest denies an ELI request for an Arrangement from a pre-existing Third Party Agreement, the Parties will resolve any dispute in accordance with Section (A)3.33.7.3.
- (A)3.33.4. An Arrangement made available pursuant to Section 252(i) must be made available for the specific time period during which it is provided under the Third Party Agreement from which it was selected. For example, if the Third Party Agreement expired on December 31, 2000, it must be made available to other carriers only until December 31, 2000.
- (A)3.33.5. Qwest may deny ELI access to an Arrangement only if: (a) the costs to do so are greater than the costs of providing the arrangement to the telecommunications carrier that originally negotiated the Third Party Agreement; (b) it is not technically feasible to do so; or (c) Qwest is not required due to change in law to provide the selected Arrangement in new agreements. Any Qwest denials based upon (a), (b) or (c) above must be justified before the Commission if ELI files a complaint with the Commission or otherwise objects in accordance with Commission rules. Qwest may impose additional terms and conditions from the Third Party Agreement as part of an Arrangement only if Qwest proves to the Commission, if ELI files a complaint with the Commission or otherwise objects in accordance with Commission rules, that the Arrangement or general terms and conditions comprising the Arrangement are either technically inseparable, are related in a way that separation will cause an increase in underlying costs, are otherwise legitimately related or are not required to be provided due to change of law. Arrangements are not "legitimately related" solely because they were negotiated jointly or through *quid pro quo* bargaining.
- (A)3.33.6. If ELI adopts a Commission-approved agreement or Arrangement under 252(i) ELI shall not be bound automatically by any subsequent amendments to the original agreement unless required by law.
- (A)3.33.7 The following procedures shall govern the amendment of this Agreement to incorporate contract provisions contained in a Third Party Agreement:
- (A)3.33.7.1 By written notice to Qwest, ELI may request that the

parties amend this Agreement under this provision. ELI shall identify to Qwest the Third Party Agreement, the date it was approved by the Commission, the term of the Agreement and the specific rates, terms, and conditions of the Third Party Agreement that ELI wishes to incorporate in the form of a proposed amendment to this Agreement, which shall include the rates, terms, and conditions of this Agreement that will be replaced by the proposed amendment. ELI shall also include the date the Commission initially approved the Third Party Agreement containing the specific rates, terms, and conditions.

- (A)3.33.7.2 Qwest shall notify ELI in writing of its acceptance of or objection to the proposed amendment as soon as reasonably possible but no later than fifteen (15) calendar days from receipt of the written request. If Qwest fails to accept or object to the proposed amendment within that fifteen-day period, Qwest shall be deemed to have accepted the proposed amendment, and the Agreement shall be modified accordingly and effective immediately subject to commission requirements for approval. If Qwest accepts the proposed amendment or fails to respond to the request, the Parties or ELI shall prepare the amendment and arrange to have it executed and filed with the Commission. If Qwest objects to the proposed amendment, Qwest shall provide ELI with particularity the basis of any and all objections and propose a meeting date to discuss ELI's proposed amendment and Qwest's objections within fifteen days from the date of the notification.
- (A)3.33.7.3. If ELI and Qwest are unable to resolve Qwest's obligations within thirty (30) calendar days of Qwest's receipt of ELI's written notice, ELI may file a complaint for enforcement of the Agreement with the Commission requesting the inclusion of the proposed Amendment into the Agreement. The Parties shall request that the Commission resolve any such complaint on an expedited basis.

PART B - RESALE

(B)1. Description

- (B)1.1 Qwest Basic Exchange Telecommunications Service, Basic Exchange Features, Private Line service, and IntraLATA Toll originating from Qwest exchanges will be available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest Tariffs, where applicable. Where 1+ IntraLATA toll presubscription is not available, Qwest will provide IntraLATA Toll service to ELI for resale. In states where 1+ IntraLATA Toll presubscription is available, ELI has the option to arrange for another provider.
- (B)1.2 This Section addresses the provision of certain Qwest services to ELI for resale by ELI. Should Qwest wish to obtain similar services from ELI for resale, the Parties shall negotiate the rates, terms and conditions of such resale services in a separate agreement.
- (B)1.3 The Parties agree that certain Qwest services are not available for resale under this Agreement and certain other Qwest services are available for resale but not at a discount, as identified in Part I or in individual state Tariffs. The availability of services and applicable discounts identified in Part I or in individual Tariffs are subject to change pursuant to the Rates and Charges sub-section of this Resale section.

(B)2. Terms and Conditions

- (B)2.1 Basic Exchange Telecommunications Service, Basic Exchange Features, and IntraLATA Toll may be resold only for their intended or disclosed use and only to the same class of end user to which Qwest sells such services (e.g., residence service may not be resold to business end users). Service provided directly to ELI for its own use, such as administrative services, must be identified by ELI and ELI must pay the full retail rates and prices for such services.
- (B)2.2 Qwest shall provide to ELI Telecommunications Services for resale that are equivalent in quality, subject to the same conditions related to the delivery of Telecommunications Services (including the conditions in Qwest's effective Tariffs). Qwest shall provide to ELI such services within provisioning time intervals that are equivalent to the intervals Qwest provides these services to others, including other Resellers and end users, and in accordance with any applicable Commission service quality standards, including standards the Commission may impose pursuant to Section 252 (e)(3) of the Act.
- (B)2.3 In the event that there are existing agreements between ELI and Qwest for resale under Qwest retail Tariff discounts, ELI may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts or ELI may elect to terminate such existing agreements and obtain such services under this Agreement with the associated wholesale discount specified in Part I of this Agreement.

- (B)2.4 In accordance with the Act, ELI will provide the date it will begin to offer Telecommunications Services to residential and business end users. ELI will provide a three year forecast within ninety (90) calendar days of signing this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to Qwest on a quarterly basis. Thereafter, during the term of this Agreement ELI will provide updated forecasts from time to time, as requested by Qwest. The initial forecast will provide:

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

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

- (B)2.5 ELI may not reserve blocks of Qwest telephone numbers, except as allowed by Tariffs.
- (B)2.6 Qwest will accept at no charge one primary listing for each main telephone number belonging to ELI's end user based on end user information provided to Qwest by ELI. Qwest will place ELI's listings in Qwest's directory listing database for directory assistance purposes. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section of this Agreement.
- (B)2.7 Qwest shall provide to ELI, for ELI's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). ELI must provide to Qwest accurate end-user information to ensure appropriate listings in any databases in which Qwest is required to retain and/or maintain end-user information. Qwest shall provide and validate ELI's end user information to the ALI/DMS. Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end users, ELI's end user service information in the ALI/DMS ("Automatic Location Identification/Database Management System") used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by ELI.
- (B)2.8 If Qwest provides and ELI accepts operator services, directory assistance, and intraLATA long distance as a part of the resold line, it will be offered with standard Qwest branding. ELI is not permitted to alter the branding of these services in any manner when the services are a part of the resold line without the prior written approval of Qwest. However, at the request of ELI and where technically feasible, Qwest will rebrand operator services and directory assistance in ELI's name, provided the charges associated with such rebranding are paid by ELI.
- (B)2.9 ELI shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA services and intraLATA services when intraLATA presubscription is implemented.

- (B)2.10 When end users switch from Qwest to ELI, or to ELI from any other Reseller, such end users shall be permitted to retain their current telephone numbers if they so desire and do not change their service address to an address served by a different central office. Qwest shall take no action to prevent ELI end users from retaining their current telephone numbers.
- (B)2.11 ELI is liable for all fraud associated with service to its end-users and accounts. Qwest takes no responsibility, will not investigate, and will make no adjustments to ELI's account in cases of fraud unless such fraud is the result of any intentional act or gross negligence of Qwest. Notwithstanding the above, if Qwest becomes aware of potential fraud with respect to ELI's accounts, Qwest will promptly inform ELI and, at the direction of ELI, take reasonable action to mitigate the fraud where such action is possible.
- (B)2.12 Resold services are available only where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if ELI requests that facilities be constructed or enhanced to provide resold services, Qwest will review such requests on a case-by-case basis and determine if it is economically feasible for Qwest to build or enhance facilities. If Qwest decides to build or enhance the requested facilities, Qwest will develop and provide to ELI a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest's retail end users. If the quote is accepted, ELI will be billed the quoted price and construction will commence after receipt of payment. All such requests will be handled in a manner consistent with how Qwest handles similar requests from its end-users.
- (B)2.13 In the event Qwest terminates the provisioning of any resold services to ELI for any reason, including ELI's non-payment of charges, ELI shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to ELI's end users. Qwest will provide notice to ELI of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.
- (B)2.14 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

(B)3. Rates and Charges

- (B)3.1 The Telecommunications Services identified in Part I are available for resale at the wholesale discount percentage as set forth in Part I. Telecommunications Services available for resale but excluded from the wholesale pricing arrangement in this Agreement are available at the retail Tariff rates.

- (B)3.2 The Customer Transfer Charges (CTC) as specified in Part I apply when transferring services to ELI.
- (B)3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by ELI without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.
- (B)3.4 ELI will pay to Qwest the PIC change charge without discount for ELI end user changes of interexchange or intraLATA carriers. Any change in ELI's end users' interexchange or intraLATA carrier must be requested by ELI on behalf of its end user.
- (B)3.5 ELI agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis subject to the applicable discount in Part I as such may be amended pursuant to this Section (e.g., continuous redial, last call return, call back calling, call trace, etc.).
- (B)3.6 Product specific non-recurring charges, as set forth in Qwest's applicable Tariffs, will apply, subject to the applicable avoided cost discount as set forth in Part I, when additional lines, trunks or circuits are added or when the end user adds features or services to existing line or trunks.
- (B)3.7 Miscellaneous charges, if applicable, will be consistent with charges for equivalent services ordered by Qwest end users subject to the applicable avoided cost discount as set forth in Part I.
- (B)3.8 If the Commission orders additional services to be available for resale, the Parties agree that they will revise Part I to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate. If the Commission, through a cost proceeding, establishes wholesale discount rates and other resale charges to be made generally available to Resellers or establishes a resale Tariff, the Parties agree that they will revise Part I to incorporate the Commission ordered wholesale discount rates and/or other resale charges into this Agreement effective on the date ordered by the Commission.
- (B)3.9 Qwest shall have a reasonable time to implement system or other changes necessary to bill the Commission ordered rates or charges.
- (B)3.10 If the resold services are purchased pursuant to Tariffs and the Tariff rates change, charges billed to ELI for such services will be based upon the new Tariff rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order and/or resale Tariff. The new rate will be effective upon the Tariff effective date.

(B)4. Ordering Process

- (B)4.1 ELI, or ELI's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. ELI shall make it clear to its end users that they are end users of ELI for resold services. ELI's end users contacting Qwest will be instructed to contact ELI. Should misdirected calls occur, the Qwest representative will not discuss with that ELI customer any Qwest products or services information. However, Qwest can discuss its products and services with ELI customers who ask specifically about Qwest products or services on the misdirected calls.
- (B)4.2 ELI shall transmit to Qwest all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Interconnect & Resale Resource Guide available on Qwest's Web site. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, end user and resale forms. ELI must send Qwest complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services using Qwest's designated resale directory listing order forms. When Qwest's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to ELI for that portion of the service provided to ELI should ELI's end user, a new service provider, or ELI request service be discontinued to the end user. Qwest will notify ELI by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. Qwest will not provide ELI with the name of the other Reseller or service provider selected by the end user.
- (B)4.3 ELI shall provide Qwest and Qwest shall provide ELI with points of contact for order entry, problem resolution and repair of the resold services.
- (B)4.4 Prior to placing orders on behalf of the end user, ELI shall be responsible for obtaining and have in its possession Proof of Authorization ("POA"), as set forth in Part A of this Agreement.
- (B)4.5 Due date interval standards are addressed in the Interconnect & Resale Resource Guide.
- (B)4.6 Firm Order Confirmation (FOC) guidelines are addressed in the Interconnect & Resale Resource Guide.
- (B)4.7 Qwest will provide completion notification that is equal to that provided to Qwest end users.

(B)4.8 Qwest will provide Design Layout Records when requested under terms and conditions consistent with Qwest end users.

(B)4.9 Qwest will handle jeopardies based upon the same performance standards and criteria as Qwest provides to itself.

(B)5. Billing

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

(B)5.2 Qwest shall provide ELI, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in Part G, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for ELI review.

(B)5.3 Qwest may discontinue processing orders for the failure by ELI to make full payment for the resold services provided under this Agreement within thirty (30) calendar days of the due date on ELI's bill.

(B)5.4 Qwest may disconnect for the failure by ELI to make full payment for the resold services provided under this Agreement within sixty (60) calendar days of the due date on ELI's bill. ELI will pay the Tariff charge required to reconnect each end user line disconnected pursuant to this paragraph.

(B)5.5 Qwest shall credit ELI's account the amount due for any trouble or out-of-service conditions in the same manner that Qwest credits the accounts of its own end users and pursuant to any applicable provisions in Qwest's Tariffs. Qwest shall reflect the amount of such credits on an individual end user telephone number basis in the billing information Qwest provides ELI.

(B)6. Maintenance and Repair

ELI and Qwest will employ the procedures for handling misdirected repair calls as specified in the Maintenance and Repair Section of this Agreement.

PART C - RECIPROCAL TRAFFIC EXCHANGE

(C)1. Interconnection Facility Options

(C)1.1 This Section describes the Interconnection of Qwest's network and ELI's network for the purpose of exchanging Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Qwest will provide Interconnection at any Technically Feasible point in its network, including at a minimum, but not limited to, end office switches to end office switches or end office switches to local tandem switches for the exchange of Exchange Service (EAS/Local) traffic; or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic; provided however, if the Parties cannot reach agreement on what constitutes a Technically Feasible point, then the Parties shall resolve the dispute through the Dispute Resolution process. Local tandem to local tandem switch connections will be provided where technically feasible. "Interconnection" is as described in the Act and FCC Rules and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic

(C)1.1.1 A previously successful method of obtaining Interconnection or access to unbundled network elements at a particular Premises or point on any incumbent LEC's network is substantial evidence that such method is Technically Feasible in the case of substantially similar network Premises or points. Should ELI seek a particular collocation arrangement, either physical or virtual, ELI is entitled to a presumption that such arrangement is Technically Feasible if any LEC has deployed such collocation arrangement in any incumbent LEC Premises.

(C)1.1.2 If Qwest denies a request for a particular method of obtaining Interconnection or access to unbundled network elements on Qwest's network, Qwest must prove to the state commission that the requested method of obtaining Interconnection or access to unbundled network elements at that point is not Technically Feasible.

(C)1.1.3 Qwest shall not be required to provide for physical collocation of equipment necessary for interconnection or access to unbundled network elements at Qwest's premises if it demonstrates to the state commission that physical collocation is not practical for technical reasons or because of space limitations. In such cases, Qwest shall be required to provide virtual collocation, except at points where Qwest proves to the state commission that virtual collocation is not feasible. If virtual collocation is not Technically Feasible, Qwest shall provide other methods of interconnection

and access to unbundled network elements to the extent Technically Feasible.

(C)1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement between their networks. ELI shall establish at least a single Point of Interconnection in each LATA where it does business and ELI will pay the applicable Private Line Transport rate for traffic transported out of the EAS/local calling area. The following alternatives are available: (1) a DS1, DS3, entrance facility/E-UDIT or OC level entrance facility (where facilities are available); (2) ELI or third party Collocation with a letter of authorization; (3) negotiated Mid-Span Meet facilities; or (4) LIS Inter Local Calling Area (LCA) Facility.

(C)1.2.1 Entrance Facility

Interconnection may be accomplished through the provision of a DS1, DS3 or OC level entrance facility/E-UDIT, where facilities exist. An entrance facility extends from the Qwest Serving Wire Center to ELI's switch location. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Part I. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when ELI uses such Private Line Transport service for multiple services. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC level entrance facilities on an individual case basis or through the applicable FCC Tariffs subject to true-up.

(C)1.2.2 Collocation

Interconnection may also be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement. The rates for the DS1, DS3, and OC level Expanded Interconnection Channel Termination (EICT) or ITP are provided in Part I of this Agreement. ELI may use a single EICT/ITP for each facility terminated.

(C)1.2.3 Mid-Span Meet POI

A Mid-Span Meet POI is a negotiated Point of Interface, between the Qwest Wire Center and ELI's switch location. The Mid-Span Meet POI may not extend beyond the area served by the Qwest Wire Center. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. The Mid-Span Meet POI cannot be used to pick up/connect to UNEs.

(C)1.2.4 LIS Inter Local Calling Area (LCA) Facility

- (C)1.2.4.1 ELI may request U S WEST-provided facilities to transport Exchange Service (EAS/Local traffic) from a virtual local POI ("Local POI") in a Qwest local calling area to a POI located in an EAS/local serving area in which ELI desires to serve customers, the LIS InterLCA Facility product is available to establish ELI's POI to serve this distant EAS/local serving area (a "distant POI"). The Qwest-provided facilities interconnecting a Qwest local calling area to a distant POI are LIS interLocal Calling Area (LCA) facilities. Qwest will grandfather ELI hub mux arrangements and will process any augment to the existing hub mux arrangements.
- (C)1.2.4.2 The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where ELI has a physical presence and has established the distant POI. ELI may use interconnection arrangements (1), (2), or (3), as outlined in Section (C)1.2 above, to establish the distant POI.
- (C)1.2.4.3 If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per-mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Part I.
- (C)1.2.4.4 If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per-mile DTT rates shall apply to the first twenty (20) miles in accordance with Part I, and the remaining miles are rated as monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable Private Line catalogs and Tariffs.
- (C)1.2.4.5 Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by US WEST to transport Qwest-originated traffic to ELI, in accordance with Section (C)2.3.2. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLCA facility that exceeds twenty (20) miles in length.
- (C)1.2.4.6 In addition, ELI may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. ELI will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If ELI chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs. This DS3 Private Line service must originate from distant POI and terminate in a Qwest Central Office in the local calling area.
- (C)1.2.4.7 The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and ELI customers located within

the Qwest local calling area and for exchange access.

(C)1.2.4.8 Intentionally left blank for numbering consistency.

(C)1.2.4.9 The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.

(C)2. Reciprocal Traffic Exchange

(C)2.1 Description

(C)2.1.1 Reciprocal traffic exchange addresses the exchange of traffic between ELI's network and Qwest's network. If such traffic is local, the provisions of this Agreement shall apply. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other its Tariffed Switched Access rates. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

(C)2.1.2 The traffic types to be exchanged under this Agreement include:

(C)2.1.2.1 Exchange Service (EAS/Local) traffic as defined in this Agreement.

(C)2.1.2.2 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

(C)2.1.2.3 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic as defined in Access Tariffs and referenced in this Section.

(C)2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For the purposes of this Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

Transit service is provided by Qwest, as a local and access tandem provider, to ELI to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another Co-Provider, an existing LEC, or a wireless carrier),

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

(C)2.1.3 Ancillary traffic includes all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:

- (C)2.1.3.1 Directory Assistance
- (C)2.1.3.2 911/E911
- (C)2.1.3.3 Operator busy line interrupt and verify
- (C)2.1.3.4 Toll free services

Ancillary services are addressed in Part F of this Agreement.

(C)2.2 Terms and Conditions

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

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

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

(C)2.2.1.2.1 Two-way trunk groups will be established wherever possible; however, either Party may elect to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network based on the exceptions provided in this Section.

(C)2.2.1.2.2 The Parties may elect to purchase transport services from each other or from a third party. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's local traffic to the terminating Party's end office or local tandem for call termination. Transport may be purchased from Qwest or ELI as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport.)

(C)2.2.1.3 Based on forecasted or actual traffic at ELI's busy hour in centum call seconds (CCS), where there is a DS1 worth of traffic (512 CCS) between ELI's POI and a Qwest end office, ELI will order a dedicated (i.e., direct) trunk group from the ELI POI directly to the Qwest end office. To the extent that ELI has established a Collocation arrangement at a Qwest end office location, and has available capacity, the Parties agree that ELI shall provide two-way direct trunk facilities, when required, from that end office to ELI's switch. In all other cases, the direct facility may be provisioned by Qwest or ELI or a third party. If both ELI and Qwest desire to provision the facility and cannot otherwise agree, the Parties may agree to resolve the dispute through the submission of competitive bids.

(C)2.2.1.4. LIS ordered to a local tandem will be provided as Direct Trunked Transport between the serving Wire Center of ELI's POI and the local tandem. Tandem switching and tandem transmission rates, as specified in Part I of this Agreement, will apply to the transport provided from the local tandem to Qwest's end office.

(C)2.2.1.5 When Qwest received a call from ELI to a number that has been ported by INP to another Qwest central office within the EAS/Local calling area, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

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

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

(C)2.2.3 Transit Traffic

(C)2.2.3.1 Qwest will accept traffic originated by ELI for termination to another Co-Provider, existing LEC or wireless carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate

traffic from these other Telecommunications Carriers to ELI.

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

- (C)2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.
- (C)2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company.

Qwest and ELI will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) or another wireline Co-Provider where the NXX resides in a wireline LEC switch, transits Qwest's network, and terminates to ELI's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or ELI acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Telecommunications Act and shall be used solely for the purposes of billing the wireline LEC. ELI will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and states.

(C)2.2.3.3.1 Qwest and ELI agree to exchange all records as Category 11-01-XX.

(C)2.2.3.3.2 Qwest and ELI will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP switch, transits Qwest's network, and terminates to ELI's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or ELI acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Telecommunications Act and shall be used solely for the purposes of billing the WSP. ELI will provide to Qwest information to be able to provide transit

records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and states.

(C)2.2.3.3 Qwest and ELI agree to exchange all records as Category 11-50-XX.

(C)2.2.3.3.4 Category 11-01-XX and 11-50-XX records are used to provide information necessary for ELI to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Part I of this Agreement.

(C)2.2.3.4 When Qwest receives a call from ELI to a number that has been ported to another local service provider over Qwest facilities, Qwest will consider such calls as transit traffic. This includes all ELI originated calls regardless of who performed the query.

(C)2.2.3.5 Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The Parties will use industry standards developed to handle the provision and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to ELI of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which ELI directly connects. This type of traffic is discussed separately in this Section.

(C)2.2.4 Interface Code Availability.

Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks, can be found in the Technical Publication for Local Interconnection Service 77398 (to be published in 1999). Until that publication is available, they are the same as those used for Feature Group D Switched Access Service, as described in the Parties' applicable Switched Access Tariffs.

(C)2.2.5 Switching Options.

(C)2.2.5.1 SS7 Out of Band Signaling.

SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel

Signaling Access Capability Service, as set forth in this Agreement, must be ordered by ELI when SS7 Out-of-Band Signaling is requested on LIS trunks.

(C)2.2.5.2 Clear Channel Capability.

Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. Through a Web site, Qwest will provide ELI with a listing of Qwest local tandems fully capable of routing 64CCC traffic.

(C)2.2.6 Measurement of terminating local Interconnection minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or ELI's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time". Qwest will only charge ELI for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

(C)2.2.7 LIS Forecasting

(C)2.2.7.1 The Parties will work in good faith to define a mutually agreed upon forecast of LIS trunking.

(C)2.2.7.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure end user call completion between the Parties' networks. Such forecasts will be for LIS trunking which impacts the switch capacity and facilities of each Party. The Parties are working cooperatively to establish further LIS trunking forecast processes and if they are unable to reach an agreement the issue will be resolved through the Dispute Resolution provisions of this Agreement.

(C)2.2.7.3 Intentionally left blank for numbering consistency.

(C)2.2.7.4 Intentionally left blank for numbering consistency.

- (C)2.2.7.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct vs. local tandem routing as specified in this Section.
- (C)2.2.7.6 In the event of a dispute regarding forecast quantities, the Parties will not refuse the forecast in its entirety. The Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution provision of this Agreement shall apply. Until the Dispute Resolution process is completed, the lower forecast will be used.
- (C)2.2.7.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process.
- (C)2.2.7.8 In addition to the above information, ELI shall provide:
- Completed Qwest LIS Trunk Forecast Forms;
- Any planned use of an alternate local tandem provider.
- (C)2.2.7.9 In addition to the above information, Qwest shall provide the following information about Qwest through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. ICONN is available through the Qwest Web site: <http://www.uswest.com/cgi-bin/iconn/iconn.pl>.

Upon ELI's request, Qwest in conjunction with ELI's account team representative, will verify any at issue routing and network information contained in the LERG and ICONN. ELI's Qwest account team will provide updates to ELI via electronic mail.

Qwest Tandems and Qwest end offices (LERG)

CLLI codes (LERG)

Business/Residence line counts (ICONN)

Switch type (LERG or ICONN)

Current and planned switch generics (ICONN)

64 Clear Channel capabilities

- (C)2.2.7.10 Trunk Blocking reports for existing trunk groups; (e.g., direct end office and local tandem connected LIS trunks), and a summary report for common trunk groups behind the local tandem that are blocking within specific thresholds or bands will be provided upon request.
- (C)2.2.7.11 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, <http://www.uswest.com/disclosure>. Qwest will notify ELI of any changes directly by E-mail once ELI has provided their E-mail addresses to their Qwest account manager.
- (C)2.2.7.12 When appropriate, the Qwest Trunk Group Servicing Request (TGSR) process will be utilized to notify of the need to take action.
- (C)2.2.7.13 The Parties agree that the following terms apply to the forecasting process:
 - (C)2.2.7.13.1 ELI forecasts shall be provided as detailed in the standard Qwest LIS Trunk Forecast Form.
 - (C)2.2.7.13.2 Forecasts shall be deemed Confidential Information.
- (C)2.2.7.14 If a trunk group is consistently under 60 percent of centum call seconds (ccs) capacity each month of any three consecutive month period, ELI will be provided written notification of the requirement to resize the trunk groups. Such notification shall include information on current utilization levels. Immediately thereafter, the Parties will meet to evaluate the under-utilized trunk groups and ELI's plans for their use. Such meetings will include executive level management, if needed. In the event that agreement cannot be reached on reclamation, the Dispute Resolution process shall be invoked to determine the extent of reclamation. Should the matter not be resolved within ninety (90) days of invoking the Dispute Resolution process, Qwest may elect to delay the acceptance of orders from ELI for augments to those under-utilized trunk groups until

such time as the Dispute Resolution process is complete. When reclamation does occur, the trunk group shall not be left with less than 25 percent excess capacity.

(C)2.2.7.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

(C)2.2.7.16 Standard Qwest forecast timeframes will not apply under "extraordinary circumstances." Extraordinary circumstances, as used in this section include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way, or like circumstances.

(C)2.2.8 Trunking Requirements

(C)2.2.8.1 The Parties agree to provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards. A blocking standard of one half of one percent (.005) during the average busy hour, for alternate final trunk groups, including any local toll trunk groups, between the Parties networks carrying Meet Point traffic shall be maintained. All other direct final trunk groups shall be engineered with a blocking standard of one percent (.01).

(C)2.2.8.2 Two-way trunk groups will be established wherever possible. Exceptions to this provision will be based on billing, signaling, and network requirements.

(C)2.2.8.3 Separate trunk groups will be established based on billing, signaling, and network requirements. For example, (1) billing requirements - Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) vs. Exchange Service (EAS/Local) traffic, (2) signaling requirements - MF vs. SS7, and (3) network requirements - directory assistance traffic to Operator Services tandems. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

(C)2.2.8.3.1 Combined Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) trunks

(C)2.2.8.3.2 Exchange Service (EAS/Local) trunks

(C)2.2.8.3.3 Directory Assistance trunks (where the switch type requires separation from Operator Services trunks).

(C)2.2.8.3.4 911/E911 trunks

(C)2.2.8.3.5 Operator services trunks (where the switch type requires separation from Directory Assistance trunks).

(C)2.2.8.3.6 Mass calling trunks, if applicable.

(C)2.2.8.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Exchange Service (EAS/Local), and Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic. Ancillary service trunk groups may be made below a DS1 level, as negotiated.

(C)2.2.8.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all LIS trunk circuits, except as provided below.

The Parties agree that an all SS7 network is beneficial to end users and Co-Providers and therefore will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided. Exceptions to this arrangement would be limited to operator services trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate. Procedures for establishing CCS connectivity can be found in Part E of this Agreement.

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

(C)2.2.8.6 The Parties shall terminate Exchange Service (EAS/Local) traffic exclusively on local tandems or end office switches. No Exchange Service (EAS/local) LIS trunk groups shall be terminated on Qwest's access tandems. Where Qwest currently performs Tandem like functions in an end office switch, the same capability will be provided to ELI on an individual case basis, as needed.

(C)2.2.8.7 The Parties agree to exchange Exchange Service (EAS/ Local) traffic in the same EAS/Local area as such traffic originated.

(C)2.2.8.8 Alternate Traffic Routing

If ELI has an LIS arrangement which provides two paths to a Qwest end office (one route via a local tandem and one direct route), ELI may elect to utilize alternate traffic routing. ELI traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the local tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices. In situations of extreme network call blocking the Parties shall cooperate to find alternate routing solutions to relieve the immediate blocking.

(C)2.2.9 Testing

(C)2.2.9.1 Acceptance Testing

At the time of installation of a LIS trunk group, and at no additional charge, the Parties will cooperatively test the same parameters tested for terminating Feature Group D Switched Access Service. See Qwest's applicable Switched Access Tariff for the specifications.

(C)2.2.9.2 Testing Capabilities

(C)2.2.9.2.1 Terminating LIS testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type).

(C)2.2.9.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing,

cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by ELI when requesting the testing.

(C)2.2.10 Mileage Measurement

Where required, the mileage measurement for LIS is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

(C)2.3 Rate Elements

(C) 2.3.1 Interconnection Facility Options

If ELI chooses to purchase Private Line Transport Service from the FCC Access Tariff, ELI may use this facility to transport multiple services including, but not limited to, access services, LIS and access to UNEs and said Tariff rates will apply.

(C)2.3.1.1 Entrance Facilities

(C)2.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Part I of this Agreement and will apply for those DS1, DS3 or OC level facilities available for use by LIS.

(C)2.3.1.1.2 If ELI chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

(C)2.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the Parties agree to disagree regarding the sharing of the cost of the LIS two-way Entrance Facilities. Either Party may invoke the Dispute Resolution provisions of this Agreement to resolve this issue.

(C)2.3.1.2 Collocation

When Collocation is purchased, the LIS EICT/ITP rate elements, as described in Part I of this Agreement, will apply. The rates are defined at a DS1, DS3, OC3, and OC level. For optical terminations, the following rate elements will apply: (1) connectors; (2) 12 fiber; and (3) cable racking.

(C)2.3.2 Direct Trunked Transport

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

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

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

(C)2.3.2.2.2 When DTT is provided to a local tandem for Exchange Service (EAS/Local) traffic, or to an access tandem for Exchange Access (IntraLATA Toll)/Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around) traffic, the applicable DTT rate elements apply between the serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

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

(C)2.3.2.2.4 Fixed Charges per DS1 or per DS3 and per mile charges are defined for DTT in Part I of this Agreement.

(C)2.3.2.3 If the Parties elect to establish LIS two-way DTT facilities, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the Parties agree to disagree regarding the sharing of the cost of the LIS two-way DTT facilities. Either Party may invoke the Dispute Resolution provisions of this Agreement to resolve this issue.

(C)2.3.2.4 Multiplexing options (DS1/DS3/OC level Mux) are available at rates described in Part I of this Agreement. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC

level muxing as a UNE on an individual case basis or through the applicable FCC Tariffs subject to true-up.

(C)2.3.3 Trunk Nonrecurring Charges

Neither Party will assess nonrecurring charges for LIS trunks or rearrangements provided to the other Party.

(C)2.3.4 Exchange Service (EAS/local) Traffic

(C)2.3.4.1 End Office Call Termination

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

(C)2.3.4.1.2 For purposes of call termination, the Parties agree to disagree as to whether ELI's switch(es) should be treated as tandem switch(es). The Parties agree to resolve any disputes regarding this potential issue through the Dispute Resolution provisions of this Agreement. When calls are routed through the Qwest local tandem, Qwest will be entitled to a tandem switching charge. When trunk groups are established directly between ELI and Qwest end office switches, without traversing the Qwest local tandem the Parties agree Qwest will charge based on the end office switching rate and the tandem switching rate will not apply.

(C)2.3.4.1.3 Omitted for numbering consistency.

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

(C)2.3.4.2 Tandem Switched Transport

(C)2.3.4.2.1 For traffic delivered through a Qwest or ELI local tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Part I of this Agreement shall apply per minute in addition to the end office call termination rate described above.

(C)2.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the local tandem and terminating end office. If actual mileage cannot be measured, an assumed one mile will be used.

(C)2.3.4.2.3 (When ELI terminates traffic to a Qwest remote office, additional tandem transmission rates will be applied for the mileage between the Qwest host office and the Qwest remote office) as set forth in Part I; provided, however, ELI reserves the right to object to such rates upon ELI proving that such costs are already covered in other rates before the Commission.

(C)2.3.4.3 The Parties shall exchange traffic subject to Section 251(b)(5) of the Act ("Section 251(b)(5)Traffic") at the compensation rates established by the Commission. The Parties shall cooperate in establishing a process by which Section 251(b)(5) Traffic and ISP-bound traffic will be identified as referenced in paragraph (C)2.3.8.2.1.

(C)2.3.5 Miscellaneous Charges

(C)2.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon rates, terms and conditions described in State Access tariffs, unless the cancellation occurs at Qwest's request .

(C)2.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with Qwest executive approval within the same timeframes as Qwest provides for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in state Access Tariffs.

(C)2.3.5.3 Construction charges are described in Section (H)12 of this Agreement.

(C)2.3.6 Exchange Access (IntraLATA Toll) Traffic.

Applicable Qwest Switched Access Tariff rates apply to Exchange Access (IntraLATA Toll) traffic routed to an access tandem, or directly to an end office. Relevant rate elements could include Tandem Switching, Tandem Transmission, Interconnection Charge, Local Switching, and Carrier Common Line, as appropriate.

(C)2.3.7 Transit Traffic.

The following rates will apply:

Exchange Service (EAS/Local) Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage and rate, contained in Part I of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

Exchange Access (IntraLATA Toll) Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission (at the assumed mileage contained in Part I of this Agreement) rates apply to the originating Co-Provider.

Jointly Provided Switched Access (InterLATA and IntraLATA presubscribed/dial around): The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and their respective FCC and state access Tariffs.

(C)2.3.8 ISP-Bound Traffic

- (C)2.3.8.1 Qwest elects to exchange ISP-bound traffic at the FCC ordered rates pursuant to the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-Bound Traffic) CC Docket 99-68 (FCC ISP Order), effective June 14, 2001, and usage based intercarrier compensation will be applied as follows:
- (C)2.3.8.2 Compensation for Interconnection configurations exchanging traffic pursuant to Interconnection agreements as of adoption of the FCC ISP Order, April 18, 2001:
 - (C)2.3.8.2.1 Identification of ISP-Bound traffic -- Qwest will presume traffic delivered to CLEC that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. Traffic exchanged that is not ISP bound traffic will be considered to be section 251(b)(5) traffic. The provisions herein apply regardless of how the ISP bound traffic is determined.
 - (C)2.3.8.2.2 Growth Ceilings for ISP-Bound Traffic -- Intercarrier compensation for ISP-bound traffic originated by Qwest end users and terminated by CLEC will be subject to growth ceilings. ISP-bound MOUs exceeding the growth ceiling will be subject to Bill and Keep compensation.
 - (C)2.3.8.2.2.1 For the year 2001, CLEC may receive compensation, pursuant to a particular Interconnection Agreement for ISP bound minutes up to a ceiling equal to, on annualized basis, the number of ISP bound minutes for which CLEC was entitled to compensation under that Agreement during the first quarter of 2001, plus a ten percent (10%) growth factor.
 - (C)2.3.8.2.2.2 For 2002, CLEC may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a ceiling equal to the minutes for which it was entitled to compensation under that Agreement in 2001, plus another ten percent (10%) growth factor.
 - (C)2.3.8.2.2.3 In 2003, CLEC may receive compensation, pursuant to a particular Interconnection Agreement, for ISP bound minutes up to a

ceiling equal to the 2002 ceiling applicable to that Agreement.

(C)2.3.8.2.3 Rate Caps -- Intercarrier compensation for ISP-bound traffic exchanged between Qwest and CLEC will be billed as follows:

(C)2.3.8.2.3.1 \$.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

(C)2.3.8.2.3.2 \$.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

(C)2.3.8.2.3.3 \$.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date or until further FCC action on intercarrier compensation, whichever is later.

(C)2.3.8.2.3.4 Compensation for ISP bound traffic in Interconnection configurations not exchanging traffic pursuant to Interconnection agreements prior to adoption of the FCC ISP Order on April 18, 2001 will be on a Bill and Keep basis until further FCC action on Intercarrier compensation. This includes carrier expansion into a market it previously had not served.

(C)2.3.8.3 If the Parties were exchanging traffic prior to the adoption date of the FCC order of April 18, 2001, the Parties agree to be bound by the terms and conditions of the FCC ISP order as such order applies to the agreements that were in effect between the Parties when such order was adopted.

(C)2.3.9 Qwest and ELI are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), valid Automatic Number Identification (ANI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN, and cannot substantiate technical restrictions (i.e. MF signaling) such traffic will be billed as Access (IntraLATA Toll) when unidentified messages are greater than 5% of total.

(C)2.4 Ordering

- (C)2.4.1 When ordering LIS, the ordering Party shall specify on the Access Service Request: 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Transmission); 3) the number of trunks to be provisioned at a local exchange office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.
- (C)2.4.2 When ordering new NXX codes associated with LIS, ELI will provide the CLLI codes of the Qwest local tandem or end office and POI where the NXX is to be routed. On existing trunk groups, ELI will provide the Two-Six Code to which each NXX will be routed.
- (C)2.4.3 When the ordering Party initially requests a DS3 or OC level, when available, Interconnection facility to a local tandem or end_office, or uses the Inter LCA Facility, the provider will forward the appropriate DS1 facility record information necessary to identify the circuit facility assignment. On subsequent requests utilizing existing DS3 or OC level Direct Trunked Transport facilities, the provider will assign the DS1 facility to the DS3 or OC level Direct Trunked Transport facility, as directed by the ordering Party. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC level DTT through the applicable FCC Tariffs subject to true-up.
- (C)2.4.4 A joint planning meeting will precede ELI and Qwest trunking orders. These meetings will result in the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting local tandem Interconnection will provide its best estimate of the traffic distribution to each end office subtending the local tandem.
- (C)2.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for local traffic. Separate trunks will be ordered to Qwest's access tandem only for IntraLATA Toll and jointly provided Switched Access traffic.
- (C)2.4.6 Service intervals and due dates for the initial establishment of trunking arrangements at each location of Interconnection between the Parties will be determined on an individual case basis.
- (C)2.4.7 Service intervals and due dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for LIS contained in the Interconnect & Resale Resource Guide, available on Qwest's Web site.

- (C)2.4.8 ELI may cancel an order for LIS at any time prior to notification by Qwest that service is available for ELI's use. If ELI is unable to accept LIS within one hundred and twenty (120) calendar days after the original service date, ELI has the following options:

The order for LIS will be canceled, and charges as set forth above will apply, or

Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by ELI, will be the 121st calendar day beyond the original service date of the order for LIS.

(C)3. Jointly Provided Switched Access Services

- (C)3.1 Switched Access Service is defined and governed by the FCC and State Access Tariffs, MECAB and MECOD, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines. A summary of applicable guidelines is available in the Interconnect & Resale Resource Guide.
- (C)3.1.1 Qwest and ELI agree to exchange all records necessary for the billing of jointly provided switched access. The records to be exchanged include Category 11-01 and 11-50 access records as defined in the MECAB/MECOD documents.
- (C)3.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD) (Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if ELI does not fully comply with MECOD requirements, including filing their end offices and BPs (Billed Percentages) in the NECA 4 Tariff. Each company will file its own wire center information separately.
- (C)3.3 Qwest and ELI will each render a separate bill to the IXC, using the multiple bill, multiple tariff option.

PART D - COLLOCATION

(D)1. Description

(D)1.1 General

ELI may collocate any type of equipment necessary for Interconnection or access to Unbundled Network Elements pursuant to FCC Rule 51.323. Collocation includes the leasing to ELI of physical space in a Qwest Premise, as well as the use by ELI of power, heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows ELI to access InterConnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and ancillary services. There are five (5) types of Collocation available – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical and InterConnection Distribution Frame Collocation. Either Party may request to have this Agreement amended for other forms of legally authorized collocation.

(D)1.1.1 Virtual Collocation

With a Virtual Collocation arrangement, ELI is responsible for the procurement of its own telecommunications equipment which Qwest installs and maintains. ELI shall be allowed to electronically monitor and control its communications channels terminating in such equipment. The monitoring and control equipment will be provided by ELI. ELI does not have physical access to its equipment in the Qwest Premises but will be granted access to the appropriate cross-connect device for making any cross connections it may require as allowed in this Agreement.

(D)1.1.2 Caged Physical Collocation

Caged Physical Collocation allows ELI to lease caged floor space in minimum twenty five (25) square foot increments, up to a maximum of 400 square feet, for placement of its telecommunications equipment within Qwest's Premises for the purpose of interconnecting with Qwest finished services and UNEs. ELI shall enter those Premises, subject to reasonable terms and conditions, to install, maintain, and repair its equipment. ELI is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required at the appropriate cross-connect device for connecting its equipment to Qwest UNEs.

(D)1.1.3 Cageless Physical Collocation

Qwest must allow ELI to collocate in any unused space in Qwest's Premises, without requiring the construction of a cage or similar structure, and without requiring the creation of a separate entrance to ELI's collocation space. Qwest may require ELI to use a central entrance to Qwest's building, but may not require construction of a

new entrance for ELI's use, and once inside the building, Qwest must permit ELI to have direct access to its equipment. Qwest may not require ELI to use an intermediate interconnection arrangement in lieu of direct connection to Qwest's network if Technically Feasible. In addition, Qwest must give ELI the option of collocating equipment in any unused space within Qwest's Premises, and may not require ELI to collocate in a room or isolated space separate from Qwest's own equipment. Qwest must make cageless collocation space available in 9 square foot single-bay increments, meaning that ELI can purchase space in increments small enough to collocate a single rack, or bay, of equipment. ELI will be responsible for the procurement, installation and maintenance of the bays and telecommunications equipment. Cageless Physical Collocation will include access to the appropriate cross-connect device. ELI shall enter those Premises, subject to reasonable terms and conditions, to install, maintain, and repair its equipment necessary for interconnection or access to unbundled elements.

(D)1.1.4 Shared Space Caged Physical Collocation

Shared Space Caged Physical Collocation offers Co-Providers the opportunity to share a caged physical space on Qwest's Premises with each other. ELI shall enter those Premises, subject to reasonable terms and conditions, to install, maintain, and repair its equipment necessary for interconnection or access to unbundled elements. Each collocater will be responsible for ordering entrance, power and terminations from Qwest at time of application. In order to address issues around warehousing of space, the original collocater will not be allowed to charge the shared occupant a per square foot charge in excess of the rate that the original collocater is presently charged by Qwest. There are some limitations set on the original collocater as to rates and terms of the arrangement such as a per square foot charge not exceeding the recurring amount that Qwest is charging.

In making shared cage arrangements available, Qwest may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. In addition, Qwest must prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating carrier based on the percentage of the total space utilized by that carrier. Qwest must make shared collocate space available in single-bay increments or their equivalent, i.e., ELI can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

(D)1.1.5 Interconnection Distribution Frame (ICDF) Collocation

Where ELI does not require its equipment to be placed in Qwest Premises, but wishes only interconnection or access to Qwest's UNEs within or upon Qwest's Premises or to combine Qwest's UNEs, ICDF Collocation is available, where allowed by law.

The network interconnection and combination of UNEs shall be completed at the appropriate Qwest cross-connect device. Such devices will be located within Qwest Premises for common or dedicated usage. The cross-connect devices accommodate DS0, DS1, DS3 and optical terminations. Tie cable arrangements between the various Qwest distribution frames may be required and will be provided in a nondiscriminatory manner.

(D)1.1.6 Adjacent Space Collocation

Qwest shall make available, where space is legitimately exhausted in Qwest's Premises, collocation in adjacent controlled environmental vaults or similar structures to the extent technically feasible. Qwest shall permit ELI to construct or otherwise procure such an adjacent structure, subject only to reasonable safety and maintenance requirements. Qwest shall provide power and physical collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical collocation arrangement. Qwest shall allow ELI to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by either Qwest or by ELI.

(D)2. Terms and Conditions

(D)2.1 Terms and Conditions - All Collocation

(D)2.1.1 Qwest shall provide Collocation in a nondiscriminatory manner on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(D)2.1.1.1 Qwest shall permit the collocation of any type of equipment necessary for interconnection or access to unbundled network elements. Whenever Qwest objects to collocation of equipment by ELI, Qwest shall prove to the state commission that the equipment will not be actually used by the telecommunications carrier for the purpose of obtaining interconnection or access to unbundled network elements. Qwest shall not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or

engineering standards that Qwest applies to its own equipment. Qwest shall not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards. If Qwest denies collocation of, ELI's equipment, citing safety standards, Qwest shall provide to ELI within five business days of the denial a list of all equipment that Qwest locates within the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends ELI's equipment fails to meet. If agreement cannot be reached either Party may invoke the dispute resolution process found in Section (A)3.17 of this Agreement.

- (D)2.1.1.2 Equipment used for interconnection and access to unbundled network elements includes, but is not limited to:
 - (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and
 - (2) Equipment being collocated to terminate basic transmission facilities pursuant to the FCC Rules .
 - (3) Digital subscriber line access multiplexers.

- (D)2.1.1.3 Nothing in this section requires Qwest to permit collocation of equipment used solely for switching or solely to provide enhanced services; provided, however, that Qwest may not place any limitations on the ability of ELI to use all the features, functions, and capabilities of equipment collocated, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

- (D)2.1.2 ELI must identify what telecommunications equipment will be installed and the vendor technical specifications of such equipment so that Qwest may engineer the power, floor loading, heat release, environmental particulate level, and HVAC.

- (D)2.1.3 ELI may purchase Qwest's finished Private Line or Switched Access services via applicable Tariff terms and conditions. These services may be terminated at ELI's collocated equipment.

- (D)2.1.4 Access to Qwest UNEs is provided via the following cross-connect arrangements:
 - (D)2.1.4.1 Shared Distribution Frame – A shared Distribution Frame is used by Qwest and multiple Co-Providers for DS0, DS1, DS3 and optical terminations.

- (D)2.1.4.2 Dedicated Distribution Frame – Upon ELI's request, Qwest will provide a dedicated Distribution Frame in close proximity to ELI's physically collocated equipment. Only ELI would have access to this dedicated Distribution Frame except in those instances where Qwest requires access for installation or maintenance work.
- (D)2.1.5 Collocation requests require that space be provided for the placement of ELI's telecommunications equipment within Qwest's Premises. Qwest will also provide, at a cost to ELI, the structure that is necessary in support of this equipment. This includes but is not limited to, physical space, a cage (for Caged Physical Collocation), HVAC, any required cabling between ELI's telecommunications equipment and the Distribution Frame and any other associated hardware.
- (D)2.1.6 All equipment placed will meet the safety requirements associated with the NEBS standards and will be installed in accordance with Qwest Technical Publications 77350, 77351, 77355, and 77386 unless Qwest is deploying in the same Premise similar equipment which is non-NEBS compliant. Qwest shall provide standard Premises alarming pursuant to Technical Publication 77350.
- (D)2.1.7 Out of Space Conditions
 - (D)2.1.7.1 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the lack of sufficient space in Qwest Premises. The collocation ordering form allows ELI to specify alternative collocation choices in order of preference. Qwest shall assess or review the availability of ELI's space requests. In the event the original collocation request is unavailable and the identified alternatives, if any, are unavailable, then ELI will be required to submit a new order for Qwest to consider alternative collocation arrangements. IF ELI accepts one of the subsequently submitted collocation alternatives, the new application will be revised with no impacts to the new collocation application service intervals and due dates.
 - (D)2.1.7.2 Upon request, Qwest will submit to ELI, within ten (10) days of submission of the request, a report indicating the available collocation space in a particular Qwest Premise. This report will also specify the number of collocators in each requested Premise, any modifications in the use of the space since the last requested report, and the steps

Qwest is taking to make additional space available for collocation. Qwest will maintain a publicly available document, posted for viewing by ELI on Qwest's publicly available internet site and updated within ten (10) days of the date at which a premise runs out of physical collocation space. This document will indicate all Premises that are full and unavailable for collocation. Qwest will apply a fee for such reports as set forth in Part I of this Agreement.

- (D)2.1.7.3 Qwest shall submit to the state commission, subject to any protective order as the state commission may deem necessary, and to ELI, where ELI has been denied a physical collocation, detailed floor plans or diagrams of any Premises where Qwest claims that physical collocation is not practical because of space limitations. If Qwest contends space for physical collocation is not available in Qwest's Premises Qwest shall allow ELI to tour the entire Premises in question, not just the area in which space was denied, without charge, within ten days of the receipt of Qwest's denial of space.
- (D)2.1.7.4 Qwest shall, upon request from ELI, remove obsolete unused equipment from Qwest Premises at no charge to increase the amount of space available for collocation.
- (D)2.1.7.5 If a request for Collocation is denied due to a lack of space in a Qwest Premises, ELI may request Qwest to provide a cost quote for the reclamation of space and/or equipment. Quotes will be developed within sixty (60) calendar days including the estimated time frames for the work that is required in order to satisfy the Collocation request. ELI has thirty (30) calendar days to accept the quote. If ELI accepts the quote, work will begin on receipt of fifty percent (50%) of the quoted charges, with the balance due on completion.

Reclamation may include the following:

Grooming – The moving of circuits from working equipment bays to other equipment bays with similar functionality for the purpose of providing space for Interconnection.

Space Reclamation – Administrative space that can be reconditioned, downsized or modified for the placement of telecommunications equipment.

- (D)2.1.7.6 Intentionally left blank for numbering consistency.
- (D)2.1.7.7 Qwest may retain a limited amount of floor space for Qwest's own specific future uses for a time period on terms no more favorable to Qwest than those that apply to other telecommunications carriers, including Qwest, seeking to reserve Collocation space for their own future use. Qwest will relinquish any space held for future use before denying a request for Virtual Collocation on grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not technically feasible, including that space does not exist. In any such event, Qwest and ELI will attempt to reach a mutually agreeable alternative method of interconnection.
- (D)2.1.7.8 Qwest may impose reasonable restrictions on its provision of additional unused space available for Collocation (so-called "warehousing") as described in paragraph 586 of the First Interconnection Order; provided, however, that Qwest shall not set a maximum space limitation on ELI unless Qwest proves to the Commission that space constraints make such restrictions necessary.
- (D)2.1.8 Requests for Collocation from ELI will be handled on a first-come first-served basis by Qwest, but in the event ELI submits requests for Collocation, such that more than five (5) requests per week, per state are in process by Qwest, the following procedure shall apply:
 - (D)2.1.8.1 Qwest and ELI shall work cooperatively and in good faith to establish a project plan and schedule to implement ELI's requests for Collocation. The project plan shall establish staggered due dates on both the up-front and ready-for-service dates, and outline responsibilities for each Party;
 - (D)2.1.8.2 The project plan established by Qwest and ELI to implement ELI's request for Collocation may also be used by ELI to prioritize implementation of Collocation requests in the event that five (5) or fewer requests for Collocation per week, per state submitted by ELI are being processed by Qwest;

- (D)2.1.8.3 Should the Parties not reach agreement on the project plan, ELI's requests for Collocation shall be addressed by Qwest on an individual case basis.
- (D)2.1.9 Intentionally left blank for numbering consistency.
- (D)2.1.10 Intentionally left blank for numbering consistency.
- (D)2.1.11 Qwest shall permit ELI to place its own connecting transmission facilities within Qwest's Premises outside of the actual physical collocation space, subject only to reasonable safety limitations.
- (D)2.1.12 Intentionally left blank for numbering consistency.
- (D)2.1.13 Cross-connect devices will be used to accommodate ELI's optical, DS3, DS1, and DS0 terminations for interconnection or access to UNEs in the same way Qwest uses cross-connects to provision its own services, for similar types of circuits and equipment, using standard engineering guidelines and manufacturing specifications.
- (D)2.1.14 All equipment and installation shall meet applicable earthquake rating requirements.
- (D)2.1.15 Qwest will designate the POI for network Interconnection for Virtual, Caged Physical or Cageless Physical Collocation arrangements as close as reasonably possible to its Premises, taking into account applicable engineering considerations. ELI will be allowed access to the POI on non-discriminatory terms.
- (D)2.1.16 Where ELI provides its own fiber facilities to the POI outside Qwest's Central Office, Qwest will extend the fiber facility from the POI on a Qwest fiber cable from the POI to a Fiber Distribution Panel (FDP). From the FDP additional fiber, conduit and associated riser structure will then be provided by Qwest to continue the run to ELI's telecommunications equipment or Collocation area.
- (D)2.1.17 Where ELI requests, or Qwest does not have the structure to support entrance facilities, Qwest will make available to ELI Qwest OC level, DS3, or DS1 Unbundled Transport Services or Private Line Transport Services in accordance with Tariff terms and conditions.
- (D)2.1.18 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility unless it has been approved by the appropriate state commission. Requests for non-standard entrances will be considered on an individual case basis including an evaluation of the feasibility of the request. All costs and provisioning intervals will be developed on an individual case basis.

- (D)2.1.19 Dual entry into a Qwest Premises will be provided when two, or more entry points pre-exist and duct space is available. If more than one entry point exists, Qwest will provide at a minimum, one additional POI physically accessible by ELI on a non-discriminatory basis. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires a Collocation entrance facility for its own use, then the needs of ELI will also be taken into consideration.
- (D)2.1.20 Qwest may require reasonable security arrangements to protect its equipment and ensure network reliability. Qwest may only impose security arrangements that are as stringent as the security arrangements that Qwest maintains at its own Premises for its own employees or authorized contractors. Qwest must allow ELI to access its collocated equipment 24 hours a day, seven days a week, without requiring either a security escort of any kind or delaying ELI's employees' entry into Qwest's Premises. Reasonable security measures that Qwest may adopt include:
1. installing security cameras or other monitoring systems; or
 2. requiring ELI personnel to use badges with computerized tracking systems; or
 3. requiring ELI employees to undergo the same level of security training, or its equivalent, that Qwest's own employees, or third party contractors providing similar functions, must undergo; provided, however, that Qwest may not require ELI employees to receive such training from Qwest itself, but must provide information to ELI on the specific type of training required so ELI's employees can conduct their own training.
- (D)2.1.21 Qwest shall provide access to existing eyewash stations, bathrooms, and drinking water within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for ELI personnel and its designated agents.
- (D)2.1.22 ELI shall be restricted to ELI's collocation space, corridors, stairways, and elevators that provide direct access to ELI's space, all premises areas necessary to combine network elements as described in this agreement, or to the nearest restroom facility from ELI's designated space. Such direct access will be outlined during ELI's orientation meeting. Access shall not be permitted to any other portion of the building. Qwest will review the security requirements with ELI. This may include issuing keys, ID cards, and explaining the access control processes, including but not limited to the requirement that all ELI approved personnel are subject to trespass violations if outside of designated and approved areas or if found to be providing access to unauthorized individuals. ELI personnel found outside of designated and approved areas will be escorted away from those non-approved areas and reported to Qwest

Security. Repeated violations will result in denial of access to Qwest facilities and a possibility of criminal penalties.

- (D)2.1.23 Nothing herein shall be construed to limit ELI's ability to obtain any or all types of Qwest Collocation in a single location, provided space is available.
- (D)2.1.24 Conversion of Virtual Collocation (e.g., Virtual-to-Cageless Physical) is available upon request and submission of a Quote Preparation Fee (QPF) by ELI. ELI must pay all associated conversion charges. Conversions shall be in accordance with Qwest's standard Collocation provisioning processes. If required, ELI will submit separate service orders for grooming ELI's existing end user circuits to the new Collocation.

(D)2.2 Terms and Conditions - Virtual Collocation

- (D)2.2.1 Qwest is responsible for installing and maintaining Virtually Collocated equipment for the purpose of Interconnection or to access UNEs.
- (D)2.2.2 ELI will not have physical access to the Virtually Collocated equipment in the Qwest Wire Center. If ELI orders UNEs, ELI will have access to the Wire Center and the appropriate cross-connect device where the Virtually Collocated equipment is terminated for the purpose of combining UNEs.
- (D)2.2.3 ELI will be responsible for obtaining and providing to Qwest administrative codes, (e.g., common language codes, for all equipment provided by ELI and installed in Wire Center buildings).
- (D)2.2.4 ELI shall ensure that upon receipt of ELI's Virtually Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest, all at ELI's expense. ELI shall advise the manufacturer and seller of the virtually collocated equipment that ELI's equipment will be possessed, installed and maintained by Qwest.
- (D)2.2.5 ELI's virtually collocated equipment must comply with the Telcordia Network Equipment Building System (NEBS) Generic Equipment Safety Requirements TR-NWT-00006, Qwest Wire Center environmental and transmission standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. ELI shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of ELI's virtually collocated equipment.
- (D)2.2.6 ELI must specify all software options and associated plug-ins for its virtually collocated equipment.

- (D)2.2.7 ELI will be responsible for payment of Qwest Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of ELI's Virtually Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.
- (D)2.2.8 ELI will be responsible for payment of charges incurred in the maintenance and/or repair of ELI's virtually collocated equipment.

(D)2.3 Terms and Conditions - Caged Physical Collocation

- (D)2.3.1 Qwest shall provide Caged Physical Collocation to ELI for interconnection and access to UNEs. Qwest shall provide basic telephone service with a connection jack at the request of ELI for the Physical or Cageless Physical Collocated space. Upon ELI's request, this service shall be available per standard Qwest business service provisioning processes.
- (D)2.3.2 Caged Physical Collocation is offered in Premises on a space-available, first come, first-served basis.
- (D)2.3.3 Qwest may impose reasonable restrictions on the warehousing of unused space by ELI, provided, however, that Qwest shall not set maximum space limitations applicable to ELI unless Qwest proves to the state commission that space constraints make such restrictions necessary.
- (D)2.3.4 ELI's leased floor space will be separated from other Co-Providers and Qwest space through a cage enclosure unless the space is provided under a shared space Collocation arrangement in which case there will not be any cage delineation. Qwest will allow ELI to subcontract the construction of the caged enclosure with contractors approved by Qwest. Qwest will not unreasonably withhold approval of contractors. Approval of contractors will be on the same basis that Qwest approves contractors for its own purposes.
- (D)2.3.5 Qwest will designate and design the floor space within each Premises which will constitute ELI's leased space.
- (D)2.3.6 When Qwest constructs the Caged Physical space, Qwest will ensure that the necessary construction work (racking, ducting, caging, grounding, terminations, environmental designs, AC and DC power, etc.) is performed to build ELI's leased physical space and the riser from the vault to the leased physical space, pursuant to Technical Publication 77350.

- (D)2.3.7 ELI owns and is responsible for the installation, maintenance and repair of its telecommunications equipment located within the physically collocated space rented from Qwest.
- (D)2.3.8 Shared Space Caged Physical Collocation is covered in subsequent Sections of this Agreement.
- (D)2.3.9 For Collocation entrance facilities provided by Qwest, Qwest will extend Qwest-provided and owned fiber optic cable from the POI to ELI's leased physical space. ELI will procure, install and maintain all fiber optic facilities up to the Qwest designated POI.
- (D)2.3.10 Testing of the completed Collocation components will be performed. Qwest will test to the demarcation points of its portion of affected circuits. Subsequent joint testing between the Parties will be conducted in accordance with the rates and terms of this Agreement.
- (D)2.3.11 If, during installation, Qwest determines ELI activities or equipment do not comply with the NEBS safety standards listed in this Section or are otherwise unsafe, non-standard or in violation of any applicable laws or regulations, Qwest has the right to stop all Collocation work until the situation is remedied. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises. Qwest may perform such work and/or take action as is necessary to correct the condition at ELI's expense.
- (D)2.3.12 If, at any time, Qwest determines that the equipment or the installation does not meet technical standard requirements, ELI will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. If ELI fails to correct any non-compliance within thirty (30) calendar days of written notice of non-compliance, Qwest will invoke the dispute resolution process found in section (A)3.17 of this contract. Notwithstanding the foregoing, safety or service affecting nonconformities may be rectified by Qwest and a cost will be assessed to ELI.

(D)2.4 Terms and Conditions - Cageless Physical Collocation

- (D)2.4.1 ELI owns and is responsible for the installation, maintenance and repair of its telecommunications bays and equipment located within the space leased from Qwest. ELI may access its own Collocated equipment.

(D)2.4.2 Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other Co-Providers' equipment bays. ELI may request through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide ELI with adjacent space.

(D)2.4.3 All equipment placed will be subject to random audits conducted by Qwest. These audits will determine whether the equipment meets the standards required by this Agreement. ELI will be notified of the results of this audit and shall rectify all non-conformities within thirty (30) calendar days of notification. If there are any non-conforming items remaining after this thirty (30) day period, Qwest will invoke the dispute resolution process found in section (A)3.17 of this Agreement. Notwithstanding the foregoing, safety or service affecting nonconformities may be rectified by Qwest and a cost will be assessed to ELI.

(D)2.5 Terms and Conditions - ICDF Collocation

(D)2.5.1 The use of the appropriate cross-connect device does not require ELI to establish Collocation. ELI may order UNEs without Collocation. ELI shall have access to, and be able to combine the UNEs at the appropriate cross-connect device under the same terms and conditions as Qwest affords itself and other Co-Providers for similar types of equipment and circuits using standard engineering guidelines and vendor specifications ordering UNEs in conjunction with Collocation.

(D)2.5.2 Qwest will provide ELI with access to the Premises for the purpose of accomplishing interconnection and combining UNEs on the appropriate cross-connect device. This access will be equal to the access Qwest provides itself for similar purposes. This access will be on the same terms and conditions described for other types of Collocation in this Section.

(D)2.5.3 The appropriate cross-connect device will be the location where all Qwest UNEs and ELI's equipment and tie cables are terminated. ELI may combine UNEs on the appropriate cross-connect device to make connections in five basic types of configurations:

- Qwest UNEs to Qwest UNEs
- Qwest Services to Qwest UNEs
- Qwest UNEs to ELI's equipment
- Qwest Services to ELI's equipment

(D)2.5.4 The appropriate cross-connect device is the single point of termination between ELI and Qwest owned network facilities and equipment as well as the single point of termination between UNEs. This single point of termination can be used as the designated test point for ELI.

- (D)2.5.5 All Qwest terminations on the appropriate cross-connect device will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will provide the frame address information to ELI for each Qwest UNE ordered and will maintain assignment records of such Qwest UNEs (loop, switch port, etc.) and terminations (tie cable pair) on the appropriate cross-connect device.
- (D)2.5.6 ELI will maintain assignment records for the terminations of ELI's equipment on the appropriate cross-connect device. ELI will maintain the assignment records for those frame addresses involved in connecting ELI's equipment to Qwest UNEs and Qwest UNEs connected to Qwest UNEs.
- (D)2.5.7 ELI will be required to place the jumper connection between frame addresses to complete ELI's circuit or shall request Qwest to do so and pay a cost based rate for placing this connection.
- (D)2.5.8 Qwest shall make space available within or on its Premises to ELI on a first-come, first-served basis, provided, however, that Qwest shall not be required to lease or construct additional space to provide for physical collocation when existing space has been exhausted.

When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

(D)3. Rate Elements

(D)3.1 Rate Elements - All Collocation

- (D)3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by ELI on the Collocation Order Form. If feasibility determines space is available, a quote is then developed by Qwest for the work to be performed.
- (D)3.1.2 The following elements as specified in Part I of this Agreement are used to develop a price quotation in support of Collocation.
- (D)3.1.3 Quote Preparation Fee (QPF). A non-refundable charge for the work required to verify space and develop a price quote for the total costs to ELI for its Collocation request. The QPF is not credited against the total nonrecurring charges of the job and recovers the engineering and processing costs of the order. QPF will not double recover the costs associated with Collocation.

- (D)3.1.4 Collocation Entrance Facility Charge. Depending on the number of Entrance Facilities requested (single or dual) the Entrance Facility charge is applied per fiber pair. At each entrance ELI will deliver a minimum 12 strand fiber cable to the Qwest POI. The facilities from the POI to the collocated equipment are owned, provided, engineered, installed and maintained by Qwest. The Collocation Entrance Facility includes riser, racking, fiber placement, splicing, entrance closure, conduit/innerduct, and core drilling. The Collocation Entrance Facility Charge does not apply in those situations where ELI purchases unbundled Dedicated transport or Special Access services from Qwest to access its collocation facilities.
- (D)3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to ELI provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.
- (D)3.1.6 -48 Volt DC Power Charge. Provides -48 volt DC power to ELI collocated equipment. Charged on a per ampere basis.
- (D)3.1.7 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 Volt DC power to the collocated equipment. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (A and B feeds) from the local power distribution bay to the leased physical space (for Cageless or Caged Physical Collocation) or to the collocated equipment (for Virtual Collocation). Charged per A and B feeder, per foot.
- (D)3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when ELI requires access to the POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three (3) hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of ELI.
- (D)3.1.9 Channel Regeneration Charge. Qwest provides a non-regenerated channel termination, Interconnection Tie Pair (ITP), between the Qwest network and ELI's collocation space. The ITP signal level is not guaranteed and if regeneration is desired, ELI must provide it or purchase an Expanded Interconnection Channel Termination (EICT). The EICT is designed by Qwest and has a signal level guarantee. If regeneration is needed it will be designed and placed by Qwest.
- (D)3.1.10 Cross-Connect Terminations
- (D)3.1.10.1 If Qwest provides the equipment cable for ELI,

terminations of that cable, including hardware and installation, will be provided in the following increments:

DS0 - In blocks of 100 terminations.

DS1 - In increments of 28 terminations

DS-3 - In increments of 1 coax pair

Optical Terminations - In increments of 12 strands

These elements include Qwest provided equipment cables, terminating blocks, installation labor and associated racking required between ELI collocated equipment and the appropriate cross-connect device.

(D)3.1.10.2. If ELI elects to provide the equipment cable, rates are applied on a per termination basis for DS0, DS1, and DS3s as shown below:

DS0 Per Termination

DS1 Per Termination

DS3 Per Termination

Optical Level Per Termination

These elements include Qwest provided termination blocks, installation labor and associated racking between ELI collocated equipment and the appropriate cross-connect device .

- (D)3.1.11 Collocation Cable Racking – A charge for cable racking required for placement of ELI's supplied equipment cables from its equipment to the appropriate cross-connect device which is provided in conjunction with the DS0, DS1, DS3 and optical terminations. Cable Racking is assessed on a per foot charge based on number of cable pairs terminated at the various cross-connect devices.
- (D)3.1.12 Collocation Grounding Charge. A charge associated with providing grounding for ELI's cage enclosure and equipment. Recurring and nonrecurring charges are assessed per foot to ELI's cage enclosure or common space where required.
- (D)3.1.13 Heating and Air Conditioning Charge- Environmental temperature control required for proper operation of electronic telecommunications equipment.
- (D)3.1.14 Security Charge- The keys/card readers and video cameras as may be required for ELI access to the Qwest Premises for the purpose of Collocation. Flat rate charges are assessed per employee, per each Qwest Premises to which access is required. If escort is required additional charges will apply.

(D)3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Part I of this Agreement, apply uniquely to Virtual Collocation.

- (D)3.2.1 Maintenance Labor -- Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of ELI virtually collocated equipment. ELI is responsible for ordering and delivering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from ELI. A call-out of a maintenance technician after business hours is subject to a minimum charge of three (3) hours.
- (D)3.2.2 Training Labor -- Provides for the billing of vendor-provided training for Qwest personnel on a metropolitan service area basis, necessary for ELI virtually collocated equipment which is different from Qwest provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which ELI virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require ELI to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area.
- (D)3.2.3 Equipment Bay -- Provides mounting space for ELI virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf.
- (D)3.2.4 Engineering Labor -- Provides the planning and engineering of ELI virtually collocated equipment at the time of installation, change or removal.
- (D)3.2.5 Installation Labor -- Provides for the installation, change or removal of ELI virtually collocated equipment.

(D)3.3 Rate Elements - Caged Physical Collocation

- (D)3.3.1 Cage Enclosure. The Cage Enclosure element includes the material and labor to construct the enclosure. ELI may choose from Qwest approved contractors to construct the cage, in accordance with Qwest's installation Technical Publication 77350. It includes a nine foot cage enclosure, air conditioning to support ELI loads specified, lighting not to exceed 2 watts per square foot, and convenience outlets (3 per cage or number required by building code). (Pricing for the Cage Enclosure will be provided on an

individual basis due to the uniqueness of ELI's requirements, Premises structure and arrangements.)

- (D)3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power telecommunications equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Wire Center areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.
- (D)3.3.3 AC Power Charge- Standard AC outlet used by ELI for the purpose of powering test equipment, tools etc.
- (D)3.3.4 Grounding Charge- Used to connect the Premises common ground to ELI's equipment.

(D)3.4 Rate Elements - Cageless Physical Collocation

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

(D)3.5 Rate Elements - ICDF Collocation

- (D)3.5.1 The nonrecurring rates for the appropriate cross-connect device recover Qwest's investment (including engineering and installation) for all DS0, DS1, DS3, optical terminations, including tie cables, appropriate cross-connect device terminations, and terminations on the applicable Qwest frame.
- (D)3.5.2 The recurring rate element for the appropriate cross-connect device recovers Qwest's expense for the maintenance and administration for all DS0, DS1, DS3, optical terminations, including tie cables, appropriate cross-connect device terminations, and termination on the applicable Qwest frame.

(D)4. Ordering

(D)4.1 Ordering - All Collocation

- (D)4.1.1 ELI may at any time submit a Collocation Order Form to Qwest. If the Parties are negotiating an Interconnection Agreement or have completed negotiations and the Agreement is pending Commission approval, Qwest will accept a Collocation order form under a "Parallel Process" arrangement.
- (D)4.1.2 Any changes, modifications or additional engineering requested by ELI, subsequent to its initial order, as to the type and quantity of equipment or other aspects of the original Collocation request, must be submitted with a subsequent Collocation Change Form. Such requests will cause the original Collocation job to vary from the committed ready for service date.
- (D)4.1.3 The following applies only to new orders and affects only billing procedures. It will neither effect how collocation is ordered, nor impact the timeframes for installation of the service.
 - (D)4.1.3.1 A Quote Preparation Fee (QPF) payment will not be required with the initial collocation order form. Instead, the QPF payment will be an additional line item billed with the first fifty percent (50%) down payment.
 - (D)4.1.3.2 ELI will be directly billed for non-recurring charges from Qwest's billing systems instead of manual processing of the payment through their Account Manager.
 - (D)4.1.3.3 A signature will not be required for acceptance of the quote. Payment of the first fifty percent (50%) bill is acceptance of its terms and conditions.
 - (D)4.1.3.4 If the first fifty (50%) is not received within thirty (30) days of distribution of the quote, the job will be cancelled. The 30-day clock begins when the quote is sent to ELI via e-mail. The actual bill will arrive via U.S. Mail after the e-mailed quote.
 - (D) 4.1.3.5 Payment can be made prior to the physical receipt of the bill by utilizing an early payment remittance statement that will be provided via e-mail. If final payment is not received by the due date indicated on the bill and quotation, the job will be cancelled.

(D)4.2 Ordering - Virtual Collocation

- (D)4.2.1 Upon receipt of a Collocation Order Form, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of ELI's equipment within the Premises. The feasibility study will be completed within seven (7) calendar days of receipt of the Collocation Order Form. If space is available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion

of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of a Change Order Form. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment will be processed with a shorter interval.

- (D)4.2.2 Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided to ELI. During this period the Collocation entrance facility and space is reserved pending ELI's approval of the quoted charges. If ELI agrees to terms as stated in the Collocation Price Quote, ELI must respond within 30 calendar days with a down payment check for 50% down of the quoted charges and proof of insurance. Qwest will complete the installation within ninety (90) calendar days from receipt of ELI's equipment provided that space and power is available. Any Installations that cannot be completed within ninety (90) calendar days will be negotiated with ELI on an individual case basis. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. Final Payment is due upon completion. Recurring monthly charges for the Collocation commences upon completion of the Collocation.

(D)4.3 Ordering - Caged Physical Collocation

- (D)4.3.1 Upon receipt of a Collocation Order Form, Qwest will perform a feasibility study to determine if adequate space can be found for the placement of ELI's equipment within the Qwest Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of the Collocation Order Form. If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within twenty-five (25) calendar days of providing the feasibility study. Caged Physical Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. Upon receipt of the 50% down and proof of insurance, space will be reserved and construction by Qwest will begin. The cage will be available to ELI for placement of its equipment within ninety (90) calendar days of receipt of the 50% down payment. Depending on specific Wire Center conditions, shorter intervals may be available. Final payment is due upon completion of work. Recurring monthly charges for the Collocation commence upon the completion of the Collocation. Early access conditions are listed in (E)4.3.4.
- (D)4.3.2 Due to variables in equipment availability and scope of the work to be performed, additional time may be required for implementation of the structure required to support the Collocation request. Examples of structure that may not be completed within ninety (90) calendar days may include additional time for placement of a POI, DC power upgrades and space reclamation required to meet ELI's Collocation request.

(D)4.3.3 Augmentation

(D)4.3.3.1 To add more caged collocation space the request procedures found in section (D)4.3.1 will apply.

(D)4.3.3.2 To add additional equipment ELI shall submit a collocation order form. Qwest will review the order to assess the power and heat dissipation requirements. Qwest will complete a feasibility study and provide a quote to ELI within twenty-one (21) calendar days from receipt of the order. Qwest will complete all necessary work within forty five (45) calendar days unless Qwest requires additional equipment for power, heating, ventilation and air conditioning in which case the Major/Minor Matrix will apply.

(D)4.3.4 Early Access will allow ELI to begin their equipment installations when their collocation space is physically conditioned, but prior to when other supporting infrastructure work is completed by Qwest.

Early Access will be offered when ELI requests access to their space prior to the "acceptance" date provided to them on their initial quote for Collocation. ELI must pay the remainder of the quoted non-recurring charges before Early Access is granted. The "Early Access" date will be negotiated by Qwest and ELI on a site specific basis. All appropriate recurring charges will begin on the negotiated date.

Early Access will be coordinated between ELI, the Qwest Product Manager, and the State Interconnection Manager (SICM), by central office location.

Early Access will be provided when the work space is conditioned for the physical placement of ELI's collocated equipment, and when working in such a space would meet all applicable state and federal safety laws and regulations. For Caged Physical Collocation, the enclosure must be completed before Early Access is granted.

(D)4.4 Ordering - Cageless Physical Collocation

(D)4.4.1 For purposes of this Section (D)4.4, SPOT frame shall mean ICDF. When ELI submits a Collocation request, Qwest will respond confirming space availability for such request within twenty-one (21) calendar days, or sooner, on a best effort basis. If Collocation entrance facilities and office space are found to be available, Qwest will develop a quote for the supporting structure within fourteen (14) calendar days of providing the feasibility study. Within thirty (30) business days of Qwest providing the price quote to ELI, ELI will accept or reject the Qwest confirmation. Acceptance by ELI shall

require payment to Qwest, fifty percent (50%) of the flat rated charges set forth in Part I; the remaining fifty percent (50%) shall be paid upon delivery of the common Collocation space to ELI.

Pursuant to the completion of the requirements specified in Section (D)4.4.1, above, the common Collocation space shall be made available where space and power are readily available within forty-five (45) calendar days. Where space or power are not readily available, the common Collocation space shall be made available in ninety (90) calendar days. Qwest shall use its best efforts to deliver fifty percent (50%) of all common Collocation space orders in batches of ten (10) or more central offices within the forty-five (45) day interval set forth above.

As part of the ordering process, ELI will provide, at a minimum, a one-year forecast for each wire center in which it intends to utilize the SPOT frame. Included in this forecast will be the termination type (DS0, DS1, DS3) and the quantity of each termination required. SPOT frame terminations must be ordered in multiples of the following quantities:

- 100 DSO terminations
- 28 DS1 terminations
- 1 DS3 termination

(D)4.4.2 Intentionally left blank for numbering consistency.

(D)4.4.3 Augmentation

(D)4.4.3.1 To add more cageless collocation space the request procedures found in section (D)4.4.1 will apply.

(D)4.4.3.2 To add additional equipment ELI shall submit a collocation order form. Qwest will review the order to assess the power and heat dissipation requirements. Qwest will complete a feasibility study and provide a quote to ELI within twenty-one (21) calendar days from receipt of the order. Qwest will complete all necessary work within forty five (45) calendar days unless Qwest requires additional equipment for power, heating, ventilation and air conditioning in which case the Major/Minor Matrix will apply.

(D)4.5 Ordering-Interconnection Distribution Frame Collocation

(D)4.5.1 ELI shall submit an ICDF Collocation Order Form to Qwest. The ICDF Collocation Order Form shall include a ELI-provided twelve (12) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of ELI. Such forecasts shall be used by Qwest to

determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Central Office.

- (D)4.5.2 Upon receipt of an ICDF Collocation Order Form, Qwest will verify if ICDF Collocation capacity is available within a requested Central Office. Verification of ICDF capacity will be completed within seven (7) calendar days. In those Central Offices where ICDFs have not been previously placed, Qwest will make ICDFs available within forty-five (45) calendar days of verification.
- (D)4.5.3 When ordering UNEs or ancillary services to be terminated on the Interconnection Distribution Frame, each UNE or ancillary service is ordered separately, using the existing ordering forms and intervals for the specific UNE or ancillary service.

(D)5. Billing

(D)5.1 Billing - All Collocation

- (D)5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide ELI a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by ELI and Qwest, ELI may begin submitting service order requests for Qwest transport services and/or UNEs. Qwest will begin billing the monthly recurring charges stated in the quote and completion package.
- (D)5.1.2 In the event Qwest has completed all associated construction activities and ELI has not completed its associated activities (e.g., delivering fiber to the POI, providing tie cables for connecting to the distribution frames, etc.), Qwest will begin billing for all monthly Collocation charges. When ELI is ready to complete its activities, final test and turn-up will be performed by both Parties to the extent necessary.

(D)5.2 Billing - Virtual Collocation

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

(D)5.3 Billing - Caged and Cageless Physical Collocation

Qwest shall notify ELI upon completion of the construction of the collocation space. ELI shall, within ten (10) business days of such notification, inspect and approve or disapprove the construction. In the absence of written disapproval of the construction within such ten (10) day period, the construction will be deemed to have been approved and accepted by ELI. Upon such approval, and receipt of payment of the remaining non-recurring charges, Qwest shall permit access to the space with all security and access privileges and will commence monthly billing for the leased space.

(D)6. Maintenance and Repair

(D)6.1 Virtual Collocation

- (D)6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00am to 5:00pm (local time) and after business hours are after 5:00pm and before 8:00am (local time), Monday through Friday, all day Saturday, Sunday and holidays.
- (D)6.1.2 Installation and maintenance of ELI's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.
- (D)6.1.3 Upon failure of ELI's virtually collocated equipment, ELI is responsible for transportation and delivery of maintenance spares to Qwest at the Wire Center housing the failed equipment. ELI is responsible for purchasing and maintaining a supply of spares.

(D)6.2 Caged Physical Collocation

ELI is solely responsible for the maintenance and repair of its equipment located within ELI's caged space. If two or more Co-Providers agree to a Shared Space Caged Physical Collocation arrangement, such collocators are solely responsible for any and all maintenance, security and repair arrangements necessitated by such sharing. Qwest assumes no liability for any damages of any kind relating to Shared Space Caged Physical Collocation or related personnel disputes among the parties to those arrangements.

(D)6.3 Cageless Physical Collocation

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

(D)6.4 ICDF Collocation

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

perform such maintenance at prices identified in Part I of this agreement subject to the provisions of (E)8.1.1.

PART E - UNBUNDLED NETWORK ELEMENTS (UNEs)

(E)1. General Terms

- (E)1.1 Pursuant to the following terms, Qwest will unbundle and separately price and offer Unbundled Network Elements (“UNEs”) to ELI. ELI may order access to Qwest UNEs via Caged Physical, Cageless Physical, Virtual, Adjacent or ICDF Collocation, or any Technically Feasible point in Qwest’s network; except as otherwise provided in this Agreement; provided however, if the Parties cannot reach agreement on what constitutes a Technically Feasible point, then the Parties shall resolve the dispute through the Dispute Resolution process. This access allows ELI to connect UNEs to other network elements for the purpose of offering telecommunications services. ELI may utilize either a shared or dedicated ICDF, as provided in Part D, to access Qwest UNEs in Qwest’s Premises.
- (E)1.2 Qwest shall provision unbundled network elements to the extent required by applicable FCC and state commission rules and orders, and court decisions, as they may exist from time to time, consistent with the provisions of (A)1.2 and (A)3.26 hereof. Qwest will not separate UNEs that are currently combined. Qwest shall combine UNEs pursuant to ELI’s request, if in accordance with 47 C.F.R. 51.315(b) and/or the 9th Circuit Court of Appeals’ decisions in MFS v. U S WEST, 193 F.3d 1112 (1999) and MCI v. U S WEST, No. 98-35819 (March 2, 2000). However, if a court of competent jurisdiction, the FCC or a State Commission stays, vacates or modifies the effectiveness of any portion of the list of UNEs or any of the unbundling requirements, then, this Agreement shall be amended to reflect such change. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the change, it shall be resolved in accordance with the dispute resolution provision of this Agreement.
- (E)1.3 Non discriminatory access to unbundled network elements.
- (E)1.3.1 Except as otherwise provided in this contract, the quality of an unbundled network element, as well as the quality of the access to the unbundled network element, that Qwest provides to ELI shall be the same as provided for all telecommunications carriers requesting access to that network element.
- (E)1.3.2 Except as provided in this contract, to the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that Qwest provides to ELI shall be at least equal in quality to that which Qwest provides to itself. If Qwest fails to meet this requirement, Qwest must prove to the state commission that it is not technically feasible to provide the requested unbundled network element, or to provide access to the requested unbundled network element, at a level of quality that is equal to that which Qwest provides to itself.

- (E)1.3.3 Intentionally left blank for numbering consistency.
- (E)1.3.4 Previous successful access to an unbundled element at a particular point in a network, using particular facilities, is substantial evidence that access is technically feasible at that point, or at substantially similar points, in networks employing substantially similar facilities. Adherence to the same interface or protocol standards shall constitute evidence of the substantial similarity of network facilities.
- (E)1.3.5 Previous successful provision of access to an unbundled element at a particular point in a network at a particular level of quality is substantial evidence that access is technically feasible at that point, or at substantially similar points, at that level of quality.
- (E)1.3.6 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. Where technically feasible, Qwest will provide ELI access and unbundled network elements in substantially the same time and manner which it provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest shall provide ELI access in a manner sufficient to allow an efficient competitor a meaningful opportunity to compete.
- (E)1.4. Nondiscriminatory terms and conditions for the provision of unbundled network elements.
 - (E)1.4.1 Except as otherwise provided in this contract, the terms and conditions pursuant to which Qwest provides to ELI access to unbundled network elements shall be equal to the terms and conditions provided to all requesting telecommunications carriers.
 - (E)1.4.2 Except as otherwise provided in this contract, the terms and conditions pursuant to which Qwest offers to provide access to unbundled network elements, including but not limited to, the time within which the Qwest provisions such access to unbundled network elements, shall, at a minimum, be no less favorable to ELI than the terms and conditions under which the Qwest provides such elements to itself.
 - (E)1.4.3 Qwest will provide to ELI when purchasing access to unbundled network elements with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of Qwest's operations support systems.
- (E)1.5 Except as otherwise provided herein, Qwest will not restrict the types of Telecommunications Services ELI may offer through unbundled elements, nor will it restrict ELI from combining elements with any technically compatible equipment ELI owns. Technical compatibility incorporates adherence to FCC

supported standards and other standards referenced in this Agreement. Except as otherwise provided herein, ELI or its technically qualified contractors may perform any of the jumper running or cabling tasks required for combination of network elements. ELI represents and warrants that such technically qualified contractors shall be bound by the same terms and conditions as ELI employees.

- (E)1.6 ELI may connect UNEs in any technically compatible manner. Qwest will provide ELI with the same features, functions and capabilities of a particular element that Qwest provides to itself, so that ELI can provide any Telecommunications Services that can be offered by means of the element. ELI may request additional features, functions and capabilities through the BFR process as explained in Part H of this Agreement.
- (E)1.7 Qwest will provide a connection between unbundled network elements and a demarcation point. The demarcation point shall be:
 - (a) at ELI-provided cross-connection equipment located in ELI's Virtual or Physical Collocation Space; or
 - (b) if ELI elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or
 - (c) if ELI elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or
 - (d) at another Technically Feasible demarcation point mutually-agreed to by the Parties; provided however, if the Parties cannot reach a mutual agreement then the Parties shall resolve the dispute through the Dispute Resolution process.
- (E)1.8 Qwest provides UNEs on an individual basis, however, ELI may order a UNE combination on a single order. ELI is responsible for the end-to-end transmission and circuit functionality.
- (E)1.9 Installation intervals for UNEs are provided in Qwest's Interconnect & Resale Resource Guide.
- (E)1.10 Maintenance and Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide which is located on the Qwest Web site.
- (E)1.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notice of Changes Section of this Agreement.
- (E)1.12 Qwest will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each unbundled network element, ancillary service or

interconnection service delivered to ELI. The ITP provides the connection between the unbundled network element or interconnection service and the demarcation point. There is a recurring and nonrecurring charge for the ITP as contained in Part I. The ITP may be ordered per termination.

(E)1.13 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing, Manual Scheduled Testing. Rates are contained in the Pricing Appendix I.

(E)1.14 Part I of this Agreement contains the rates for Unbundled Network Elements.

(E)2. Unbundled Dedicated Interoffice Transport

(E)2.1 Description

(E)2.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides ELI with a network element of a single transmission path between two Qwest Wire Centers in the same LATA. A UDIT can also provide a path between one Co-Provider in one Qwest Wire Center and a different Co-Provider in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides ELI with a bandwidth specific transmission path between the Qwest Serving Wire Center to ELI's Wire Center or ELI's point of presence or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT will be provided in DS0, DS1, DS3, OC-3, OC-12, OC48 through OC192 bandwidths and such higher capacities as evolve over time, where facilities are available. ELI can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC48 through OC192 bandwidths and such higher capacities as evolve over time on an individual case basis.

(E)2.1.2 Unbundled Multiplexer is offered as a stand alone element. Qwest will provide 1/0, 3/1, OC3, OC12, and OC48 Unbundled Multiplexers where facilities are available. A 3/1 Multiplexer provides ELI with the ability to de-multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer includes a DS3 terminated at a DS3 ICDF Frame and 28 DS1s terminated at the DS1 ICDF Frame. A 1/0 Multiplexer provides ELI with the ability to de-multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer includes a DS1 terminated at a DS1 ICDF Frame and 24 DS0s

terminated at the intermediate distribution frame. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC level muxing as a UNE on an individual case basis or through the applicable FCC Tariffs subject to true-up.

- (E)2.1.3 Meet Point Unbundled Dedicated Interoffice Transport (UDIT) provides ELI with a network element of a single transmission path between a Qwest Wire Center and a mutually agreed meet point with another ILEC not in Qwest territory. ELI must have a presence in the Qwest office and have requested termination capacity through the Collocation process. ELI orders the UDIT from a local Qwest Wire Center to another ILEC office not in Qwest territory. Qwest provides the interoffice facility up to the meet point and the jumpers to the tie cable at the DSX or fiber patch panel in the Qwest Wire Center. It is ELI's responsibility to design from the DSX or fiber patch panel to the ICDF (and on to whatever connection is planned in the Wire Center). ELI can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Technical Publication 77389C. It does not offer metallic-based functions.
- (E)2.1.4 ELI may utilize any form of UDIT for the transport of multiple services and traffic types including, but not limited to, LIS and access to UNEs but excluding access services.

(E)2.2 Terms and Conditions

- (E)2.2.1 ELI is responsible for performing cross connections between UDIT, E-UDIT and other UNEs and transmission design work including regeneration requirements for such connections. Subject to the provisions of Section (E)8.1.1 and upon request from ELI, Qwest will perform these functions subject to reasonable terms and conditions and pricing found in Part I of this Agreement.
- (E)2.2.2 For the 3/1 Multiplexer, ELI must order all multiplexing elements and requirements at the initial installation, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by ELI, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed.
- (E)2.2.3 For DS-1 E-UDIT, Qwest may provide facilities to the other carrier's Wire Center to provide a joint-engineered DS1 signal. The E-UDIT handed off to the other carrier will be that ordered by ELI. For E-UDIT above DS-1, Qwest provides an Optical Interface at the location requested by ELI. This Interface will be on a FDP provided by Qwest and placed where approved by the other carrier and building owner. In the case of the IXC E-UDIT, the space must be provided by the IXC carrier.

Another E-UDIT option is that Qwest meets the other carrier at a mutually agreed upon location for the convenience of both carriers, without affecting the rates. Each carrier provides all facilities and equipment on its side of the meeting point. Qwest and the other carrier will jointly engineer the facility and meet with an agreeable type. The meet point facility may be handed off at the requested rate (e.g., DS3) or may be a splice depending upon agreement. Where a third carrier is involved, the E-UDIT handed off to ELI by Qwest and/or the other carrier will be that ordered by ELI. Qwest will designate which channel on the facility will carry the E-UDIT.

E-UDIT is intended to be transport between the appropriate Qwest Serving Wire Center and another carrier's Wire Center, distinct from an end user and within Qwest territory. E-UDIT cannot traverse a Qwest Wire Center. The location of the other carrier will be considered a carrier Wire Center only if it meets certain criteria: 1) Its location has V&H coordinates, 2) The Wire Center contains a device that switches traffic, or a node leading to such a switch, 3) The switch is registered with a CLLI code listed in the LERG.

ELI is responsible for transmission design between any DSX and the ICDF (and on to whatever connection is planned) at the Qwest Wire Center and for design beyond the DSX or equivalent at ELI or IXC Wire Center. Qwest will cooperate with the other carrier to test the E-UDIT circuit, but Qwest is not responsible for end-to-end testing if E-UDIT is cross-connected to another element.

ELI places its own equipment and joint engineering applies to all E-UDIT.

If facilities do not exist at the time of order, ELI may request an inquiry through an AQCB (Special Assembly) process by the Account Team. AQCB is required for a meet point. The request for construction will be reviewed by the Qwest funding committee to determine the assignment of costs. ELI shall pay Qwest for all non-reusable construction costs.

(E)2.2.4 Meet Point billing is implemented when the UDIT goes from a Qwest Wire Center to another ILEC not in Qwest territory. The arrangement may require new contract negotiations with the ILECs involved. A billing percentage will be applied according to mileage.

Qwest and the other ILEC will determine the manner in which the UDIT signal is transported between offices and the meet point methods. In general, for Qwest to provide UDIT requires that the interoffice facilities carry traffic at least one step higher.

(E)2.3 Rate Elements

(E)2.3.1 DS1 UDIT

(E)2.3.1.1 DS1 Transport Termination (Fixed)

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

(E)2.3.1.2 DS1 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 1.544 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.1.3 DS1 Non-Recurring Termination

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

(E)2.3.2 DS3 UDIT

(E)2.3.2.1 DS3 Transport Termination (Fixed)

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

(E)2.3.2.2 DS3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 44.736 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.2.3 DS3 Non-Recurring Termination

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

(E)2.3.3 DS0 UDIT

(E)2.3.3.1 DS0 Transport Termination (Fixed)

A network element consisting of a 64 Kbps termination at an intermediate distribution frame and providing a connection between the interoffice transport facility and other network elements. It must be ordered with a DS0 Transport Facilities.

(E)2.3.3.2 DS0 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 64 Kbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.3.3 DS0 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS0 termination service.

(E)2.3.3.4 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

(E)2.3.4 OC-3 UDIT

(E)2.3.4.1 OC-3 Transport Termination (Fixed)

A network element consisting of a 155.52 Mbps termination at a FDP and providing a connection between the interoffice transport facility and other network elements. It must be ordered with an OC-3 Transport Facilities.

(E)2.3.4.2 OC-3 Transport Facilities (Per Mile)

An interoffice transport network element providing a transmission path up to 155.52 Mbps between Qwest Central Offices. This is a mileage sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

(E)2.3.4.3 OC-3 Non-Recurring Termination

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

(E)2.3.5 OC-12 UDIT

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

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

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

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

(E)2.3.5.3 OC-12 Non-Recurring Termination

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

(E)2.3.6 3/1 Multiplexing

(E)2.3.6.1 Recurring Multiplexing

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

(E)2.3.6.2 Non-Recurring Multiplexing

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

(E)2.3.7 1/0 Multiplexing

(E)2.3.7.1 Recurring Multiplexing

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

(E)2.3.7.2 Non-recurring Multiplexing

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

(E)2.3.7.3 Low Side Channelization (LSC)

A recurring charge for low side multiplexed channel cards and settings.

(E)2.3.8 DS-1 E-UDIT

(E)2.3.8.1 DS-1 Facility

A network element providing a transmission path up to 1.544 Mbps between a Qwest Central Office Serving Wire Center and ELI serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.8.2 DS-1 Non-Recurring Termination

One-time charges apply for a specific work activity associated with installation of the DS-1. DS-1 E-UDIT requires coordinated testing.

(E)2.3.9 DS-3 E-UDIT

(E)2.3.9.1 DS-3 Facility

A network element providing a transmission path up to 44.736 Mbps between a Qwest Central Office Serving Wire Center and ELI Serving Wire Center or IXC POP. This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.9.2 DS-3 Non-Recurring Termination

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

(E)2.3.10 OC-3 E-UDIT

(E)2.3.10.1 OC-3 Facility

A network element providing a transmission path up to 155.52 Mbps between a Qwest Central Office Serving Wire Center and ELI Serving Wire Center or IXC POP.

This is a non-mileage sensitive element, regardless of whether a meeting point is established.

(E)2.3.10.2 OC-3 Non-Recurring Termination

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

(E)2.3.11 OC-12 E-UDIT

(E)2.3.11.1 OC-12 Facility

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

(E)2.3.11.2 OC-12 Non-Recurring Termination

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

(E)2.3.12 MEET POINT UDIT (DS-0, DS-1, DS-3, OC-3, OC-12 – (Rates above OC-12 can be requested through the BFR process).

(E)2.3.12.1 Transport Termination (Qwest end only)

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

(E)2.3.12.2 Transport Facilities (Per Mile)

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

(E)2.3.12.3 Non-Recurring Termination

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

(E)2.3.12.4 Recurring and non-recurring charges for Meet Point UDIT are the same as for the comparable bandwidth of UDIT. Only one ITP is applied for Meet Point UDIT.

(E)2.4 Ordering Process

- (E)2.4.1 Ordering processes and installation intervals are contained in the Service Interval Guide. UDIT and E-UDIT are ordered via the ASR process.
- (E)2.4.2 UDIT is ordered with basic installation. Qwest will notify ELI when the work activity is complete. Test results performed by Qwest are not provided to ELI. E-UDIT and Meet-Point E-UDIT requires coordinated/cooperative installation and test results will be provided.
- (E)2.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the high side and low side ICDF frames and all multiplexing cards. ELI must order settings for all cards at the time of the multiplexing request.
- (E)2.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by ELI at the time of the DS0 order.

(E)2.5 Maintenance and Repair

Unless Qwest offers test interfaces to ELI, the Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. ELI cross-connections will be repaired by ELI and Qwest cross-connections will be repaired by Qwest.

(E)3. Unbundled Loops

(E)3.1 Description

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. Qwest offers non-discriminatory access to Unbundled Loops. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in the following categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded, (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3, OC level or xDSL, (iv) and Dark Fiber Loop.

(E)3.2. Terms and Conditions

- (E)3.2.1 The Parties agree to comply with the FCC's Line Sharing and Spectrum Compatibility/Management Order, FCC 99-355 (rel. Dec. 9, 1999). To ensure spectral compatibility, the Parties agree that PSD mask standards permit divergent technologies to coexist in close proximity within the same binder groups. Industry standards bodies such as American National Standards Institute ("ANSI") have developed or are in the process of developing PSD mask standards for various xDSL technologies to enable multiple technologies to coexist within binder groups. If multiple national standards exist and are mutually incompatible, the Parties shall expend diligent efforts to arrive at an agreement as to which national standard will be implemented with respect to the Parties. If negotiations fail, dispute between the Parties concerning the appropriate national standard to be implemented, shall be resolved pursuant to the dispute resolution process provided for in this Agreement.
- (E)3.2.2 Analog Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services within the analog voice frequency range of 300 to 3000 Hz. For the two-wire configuration, ELI must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, Qwest will make alternate arrangements to permit ELI to order a contiguous Unbundled Loop.
- (E)3.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable, OC level and xDSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by ELI, if necessary, as determined by Qwest. Until such time as ordering and provisioning processes may be established, Qwest will accept orders for OC level capable Loops on an individual case basis or through the applicable FCC Tariffs subject to true-up.
- (E)3.2.4 When ELI requests a non-loaded Unbundled Loop and there are none available, Qwest will contact ELI to determine if ELI wishes to have Qwest unload a Loop. If the response is affirmative, Qwest

will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.*, "unload" the Loop) in order to provide ELI with a Non-Loaded Loop. ELI will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements to permit ELI to order a contiguous Unbundled Loop.

- (E)3.2.5 When ELI requests a Basic Rate ISDN capable Loop, Qwest will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning (*e.g.*, removal of loads or bridged tap). ELI will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Part I of this Agreement. If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, Qwest will make alternate arrangements, which could include Line and Station Transfers (LST), to permit ELI to order a contiguous Unbundled Loop.
- (E)3.2.6 When ELI requests a DS1, DS3, OC level Capable Loop, Qwest will install the electronics at both ends, if facilities are available, including any intermediate repeaters and provide conditioning, (*e.g.*, removal of loads or bridged tap). Qwest is not however obligated to construct new facilities.
- (E)3.2.7 Qwest is not obligated to provision BRI-ISDN, DS1, DS3, OC level capable or xDSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations.
- (E)3.2.8 When ELI requests an xDSL Qualified Loop, Qwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets xDSL specifications. If a circuit qualifies for xDSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

(E)3.2.9 ELI has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Part I of this Agreement.

(E)3.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing Qwest or other ELI end user changing to ELI, the Basic Installation option has no associated circuit testing. Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. Qwest will notify ELI when the work activity is complete. Basic Installation Rates apply for this option and are contained in Part I of this Agreement.

(E)3.2.9.2 Basic Installation with Performance Testing Option for New Service.

The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, Qwest will complete the circuit wiring per the WORD document and/or the service order. Qwest will perform the required performance tests to ensure the new circuit meets the required parameter limits as described in Section (E)3.2.9.3 below or the current testing specifications in Technical Publications 77384. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to ELI by Qwest. Basic Installation with Performance Testing rates apply for this option and are contained in Part I of this Agreement.

(E)3.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing Qwest or other ELI end user changing to ELI, the Coordinated Installation option includes cooperative testing. ELI has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, ELI will provide such information to Qwest at least 48 hours prior to the desired appointment time. At the appointment time, Qwest will disconnect the Loop from its current termination and deliver it to the

point of demarcation in coordination with ELI. Qwest will complete the required performance tests and perform other testing as requested by ELI. Testing requested by ELI that exceeds testing requirements contained in Qwest's Technical Publication 77384 will be billed to ELI. Test results will be recorded as benchmarks for future testing and will be forwarded to ELI. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Part I of this Agreement. The following are the performance tests generally performed by loop type:

▪ **2-Wire and 4-Wire Analog Loops**

No, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

▪ **2-Wire and 4-Wire Non-Loaded Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Digital Capable Loops

▪ **Basic Rate ISDN Capable Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = \leq 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

▪ **DS1 Capable Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

▪ **DS3 Capable Loops**

Continuity Testing

▪ **xDSL Qualified Loops**

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DC Continuity

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

(E)3.2.9.4 Coordinated Installation without Testing for Existing Service.

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

(E)3.2.10 Multiplexing of the Unbundled Loop. ELI may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT.

(E)3.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in Qwest's Technical Publication 77384. Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. Qwest does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between ELI's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network

interoperability require advance notice pursuant to the Notices Section of this Agreement.

- (E)3.2.12 If there is a conflict between an end user (and/or its respective agent) and ELI regarding the disconnection or provision of Unbundled Loops, Qwest will honor the direction of the end user.
- (a) If the end user directs Qwest to disregard ELI's order for Unbundled Loops, ELI will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein.
- (b) If the end user directs Qwest to disregard ELI's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with ELI's order, the end user's service will be reconnected to the original local service provider.
- (E)3.2.13 Facilities and lines furnished by Qwest on the premises of ELI's end user up to and including the NID or equivalent are the property of Qwest. Qwest must have access to all such facilities for network management purposes. Qwest's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.
- (E)3.2.14 Unbundled Loops include the facilities between the Qwest distribution frame up to and including Qwest's NID located at ELI's end user premises.
- (E)3.2.15 When requested by Qwest, ELI must submit a disconnect order to Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another Co-Provider to provide service to that end-user location.

(E)3.3 Rate Elements

The following Unbundled Loop rate elements are contained in Part I of this Agreement.

- (E)3.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a Qwest Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies, including but not limited to, metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

- (E)3.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, ELI can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by ELI, it is ELI's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.
- (E)3.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. Basic rate ISDN and DS1 Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of ELI's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a Qwest CO-NI. Basic Rate ISDN and DS1 unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by ELI, if necessary.
- (E)3.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Part I.
- (E)3.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops - described in Part I, include the following:
- (a) Installation charges;
 - (b) Conditioning charge.

(E)3.4 Ordering Process

- (E)3.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in Section(H)2 of this Agreement and the Interconnect & Resale Resource Guide (IRRG).

(E)3.4.2 Prior to placing orders on behalf of the end user, ELI shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in Section (A)3.3 of this Agreement.

(E)3.4.3 Based on the pre-order loop make-up, ELI can determine if the circuit can meet the technical parameters set forth by the specific service.

(E)3.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.

(E)3.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).

(E)3.4.6 The following service intervals have been established for voice grade 2-wire and 4-wire analog Unbundled Loops:

		High Density	Low Density
(a)	1-8 lines	5 business days	6 business days
(b)	9-16 lines	6 business days	7 business days
(c)	17-24 lines	7 business days	8 business days

(E)3.4.7 The following service intervals have been established for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and xDSL qualified Unbundled Loops.

		High Density	Low Density
(a)	1-8 lines	5 business days	8 business days
(b)	9-16 lines	6 business days	9 business days
(c)	17-24 lines	7 business days	10 business days

(E)3.4.8 The following service intervals have been established for DS3 capable Unbundled Loops:

		High Density	Low Density
(a)	1-3 lines	7 business days	9 business days
(b)	4 or more	ICB	ICB

- (E)3.4.8.1 Firm Order Confirmation (FOC) will be sent on all Unbundled Loop firm order requests. Refer to Qwest's Interconnect & Resale Resource Guide for the FOC interval.
- (E)3.4.8.2 Qwest will provide Design Layout Records (DLR) when requested on terms and conditions consistent with Qwest end users.
- (E)3.4.8.3 Qwest will provide jeopardy notification that is equivalent to that provided to Qwest end users.
- (E)3.4.8.4 Qwest will provide completion notification that is equivalent to that provided to Qwest end users.
- (E)3.4.9 Intentionally left blank for numbering consistency.
- (E)3.4.10 When ordering Unbundled Loops, ELI is responsible for obtaining or providing facilities and equipment that are compatible with the service.

(E)3.5 Maintenance and Repair

- (E)3.5.1 ELI is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. ELI will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with ELI to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, ELI shall be assessed the applicable time and materials charges.
- (E)3.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify ELI. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to ELI's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to ELI's Collocation equipment, cabling or cross connects, Qwest will notify ELI and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to ELI and charges will apply for trouble isolation.
- (E)3.5.3 When combining separately ordered elements or an element to collocated equipment, ELI will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at ELI's request, and the fault is not in Qwest's facilities, a trouble isolation

charge shall apply. Maintenance and Repair processes are contained in Section (H)8 of this Agreement.

(E)4. Network Interface Device (NID)

(E)4.1 Description

The NID is a single line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit that provides an interface between Qwest's loop facility and the end user's inside wire. The NID includes: (1) any means of interconnection of customer premises wiring to Qwest's distribution plant, such as cross-connect devices; and (2) all features, functions, and capabilities of the facilities used to connect the Loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism. The modular NID is divided into two components; one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If ELI orders unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

(E)4.2 Terms and Conditions

- (E)4.2.1 If ELI intends on placing its own drop, ELI will install its own NID. ELI will connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, ELI will isolate the Qwest facility in the NID by unplugging the modular unit. If ELI requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement and charges will be assessed for the NID and time associated with the request. If ELI is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should ELI remove any Qwest facility.
- (E)4.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest will not conduct wholesale NID change-outs, or inventory NID locations.

(E)4.3 Rate Elements

- (E)4.3.1 If ELI requests a non-modular unit to be replaced with a modular NID, Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with Qwest's connection of ELI's NID to Qwest's NID, will be the responsibility of ELI. This is a nonrecurring charge and is contained in Part I of this Agreement.

- (E)4.3.2 Recurring rates for the NID are contained in Part I. Where no recurring rate is included in Part I, the recurring NID rate is included as part of the Unbundled Loop rate.

(E)4.4 Ordering Process

When ELI submits an LSR for an Unbundled Loop, ELI will indicate in the Loop Service form if a modular NID is required at the end user's location.

(E)4.5 Maintenance and Repair

If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to ELI. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device.

(E)5. Sub-loop Unbundling

(E)5.1 Description

- (E)5.1.1 The Sub-Loop network element is defined as any portion of the Loop that is technically feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of Interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.
- (E)5.1.2 Two types of standard Sub-Loops are available.
- (a) Two-Wire Unbundled Distribution Loop
 - (b) DS1 Capable Unbundled Feeder Loop
- (E)5.1.3 Sub-Loop Unbundling is only available after an ELI-requested Field Connection Point (FCP) has been installed at the technically feasible accessible terminal. The FCP provides a demarcation point for the termination of the Qwest-provided Sub-Loop, and the necessary cross-connections to ELI-provided facilities. The FCP shall be located in direct proximity to the Qwest Sub-Loop facility accessed by ELI. The FCP shall be ordered pursuant to Section (E)5.7 herein.
- (E)5.1.4 If the Parties are unable to reach agreement, pursuant to voluntary negotiations, as to whether it is Technically Feasible, or whether sufficient space is available, to unbundle the subloop at the point where ELI requests, Qwest shall have the burden of demonstrating

to the state, pursuant to state arbitration proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not Technically Feasible, to unbundle the subloop at the point requested.

(E)5.2 Two-Wire Unbundled Distribution Loop

- (E)5.2.1 The Two-Wire Unbundled Distribution Loop is a Qwest provided facility from the Qwest FCP at the FDI to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire Unbundled Distribution Loop includes, but is not limited to, distribution facilities that serve Multiple Dwelling Units (MDUs). The Two-Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. ELI obtains access to this unbundled element at the FDI through an established FCP arrangement, and at the end-user location through the NID.

(E)5.3 DS1 Capable Unbundled Feeder Loop

- (E)5.3.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office Network Interface, which consists of a DSX-1 panel or equivalent, to the Feeder Distribution Interface (FDI) located at the FCP.
- (E)5.3.2 The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

(E)5.4 Terms and Conditions

- (E)5.4.1 Access to unbundled loop elements may be made, to the extent technically feasible, through the use of the Field Connection Point Process at any technically feasible Feeder Distribution Interface (FDI) and utility room in a multi-dwelling unit.
- (E)5.4.2 ELI obtains access to the DS1 Capable Unbundled Feeder Loop at the Qwest Wire Center through established Collocation arrangements, and at the FDI through the FCP. ELI must provide the necessary space and meet all premise requirements noted in Technical Publication 77405 DS1 Capable Sub-Loop.
- (E)5.4.3 Standard access to a Sub-Loop will be at the Feeder Distribution Interface (FDI) through the establishment of a Field Connection Point (FCP). Non-standard access will be submitted via the BFR process in this Agreement.

(E)5.5 Rate Elements

- (E)5.5.1 Sub-Loop Non-Recurring Charge - ELI will be charged a non-recurring basic installation charge pursuant to Part I for each Sub-Loop ordered by ELI.
- (E)5.5.2 Sub-Loop Recurring Charge - ELI will be charged a monthly recurring charge pursuant to Part I for each Sub-Loop ordered by ELI.
- (E)5.5.3 Sub-Loop OSS Charge - ELI shall be charged pursuant to Part I to recover the cost of the OSS modifications necessary to provide ELI access to portions of Qwest's feeder and distribution network facilities on an unbundled, sub-loop basis.
- (E)5.5.4 Sub-Loop Trouble Isolation Charge - ELI will be charged a Trouble Isolation Charge pursuant to Section (H)8.4.1 when trouble is reported but not found on the Qwest facility.

(E)5.6 Ordering

- (E)5.6.1 ELI may only submit orders for Sub-loop elements after the FCP is in place. ELI will use the termination information provided to them at the completion of the FCP on the LSR for Sub-Loops.
- (E)5.6.2 ELI can order sub-loop elements through the Operational Support Systems.
- (E)5.6.3 ELI shall identify Sub-loop elements by NC/NCI codes.

(E)5.7 Field Connection Point Description

- (E)5.7.1 Field Connection Point allows ELI to interconnect with Qwest outside of the central office location where it is technically feasible. Field Connection Point allows ELI to access Unbundled Sub-Loops. The Field Connection Point must be in place before Sub-Loop orders are processed. Access to FCP's at the FDI are generally available. Requests for other Field Connection Point configurations will be considered on an individual case basis. The only use of the FDI Field Connection Point is to provide access to Qwest Sub Loops.
- (E)5.7.2 Feeder Distribution Interface (FDI) Field Connection Point – A FDI Field Connection Point arrangement requires ELI to build and place their equipment adjacent to the Qwest FDI location. Qwest will place a cable between the field connection point and Qwest's Feeder Distribution Interface. Qwest will perform the splice at the Field Connection Point. Each Provider will only have access to their own facilities. ELI will have access to the FCP for maintenance purposes.

(E)5.8 Terms and Conditions

- (E)5.8.1 With the exception specified in subparagraph (a) below, Qwest is not required to build additional space for the purpose of accessing sub-loop elements. Qwest shall not preclude ELI from constructing its own facilities adjacent to Qwest's facilities. ELI shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest's facilities. Obstacles that ELI may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Sub-loop access points, will be the responsibility of ELI to resolve with the municipality, utility, property owner or other third party.
- (a) If ELI seeks access to Two-Wire Unbundled Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which ELI can access such subloop elements, and Qwest and ELI are unable to negotiate a reconfigured single point of interconnection to serve the MDU, Qwest will construct a single point of access at or near the property line of the MDU that is fully accessible to and suitable for ELI. In such instance, ELI shall pay Qwest a nonrecurring charge according to Part I.
- (E)5.8.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties agree that they will not have direct access to the other Party's network. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.
- (E)5.8.3 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to Section (A)3.17 (Dispute Resolution). Alternatively, ELI may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden of demonstrating to the Commission that there is insufficient space or that the requested interconnection is not technically feasible.
- (E)5.8.4 ELI must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable into the Qwest FDI if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of ELI. ELI will be responsible for placing the cable from the Qwest FCP to their equipment. Qwest will perform all of the initial splicing at the FCP.
- (E)5.8.5 ELI must arrange for power to its own equipment.
- (E)5.8.6 If Qwest denies a request for FDI Field Connection Point, Qwest will provide to ELI documentation stating why the request was denied during the feasibility quote process.

- (E)5.8.7 ELI may cancel a Field Connection Point request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. ELI shall be responsible for payment of all costs incurred by Qwest.

(E)5.9 Rate Elements

- (E)5.9.1 Feeder Distribution Interface Field Connection Point – ELI will complete a Field Connection Point request form. Qwest will develop a quote for the work to be performed based on the information provided by ELI on the Request Form. Qwest will recover the Filed Connection Point cost through individual case basis non-recurring charges.
- (E)5.9.2 Feasibility Fee – Qwest will charge a feasibility fee to recover cost of reviewing the site and engineering work that must be completed to determine if a site is available.
- (E)5.9.3 Quote Preparation Fee - Qwest will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote.
- (E)5.9.4 Construction Fee – Qwest will charge a fee to recover all cost for building the FDI Field Connection point. This fee will cover the cost of augmenting the FDI location so that three Co-Providers can interconnect at that point. If ELI is the first provider in the FDI-FCP, it will pay the quoted price. If ELI is the second provider in the FDI-FCP, it will pay the initial Co-Provider 50% of Qwest's quoted price. If ELI is the third Co-Provider in the FDI-FCP, it will pay each of the original two Co-Providers 17% of Qwest's quoted price.

(E)5.10 Repair and Maintenance

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

(E)5.11 Ordering – FDI Field Connection Point

- (E)5.11.1 ELI shall submit a Field Connection Point Request Form to a Qwest Account Representative. The Field Connection Point Request Form must be completed in its entirety.
- (E)5.11.2 Upon receipt of the Field Connection Point Request Form, Qwest will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form, Qwest will notify ELI if a location is technically feasible and Qwest will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.

- (E)5.11.3 Qwest will construct the FCP within 120 calendar days of receipt of payment from ELI.
- (E)5.11.4 After construction is complete, ELI will be notified of its termination location which will be used for ordering Sub-Loops.

(E)6. Line Sharing

(E)6.1 GENERAL

- (E)6.1.1 Qwest will provide ELI with access to the frequency range above the voiceband on a copper loop facility used to carry analog circuit-switched voiceband transmissions. This frequency range will be referred to in this document as the “high frequency spectrum network element” or “HUNE”. ELI may use this access to provision any voice compatible xDSL technologies. Specifically permissible are ADSL, RADSL, G.lite and any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules. Under this Agreement, “line sharing” is defined as the situation that exists when ELI has access to the HUNE and provides xDSL services on a loop that also carries Qwest POTS.
- (E)6.1.2 To order the HUNE, ELI must have a POTS splitter installed in the central office that serves the end-user of the loop. In addition, ELI must provide the end-user with, and is responsible for the installation of, a splitter, filter(s) and/or other equipment necessary for the end-user to receive separate voice and data services across the loop.
- (E)6.1.3 On or before June 6, 2000, Qwest will begin accepting orders for the HUNE on lines served out of every central office where ELI has a POTS splitter installed.
- (E)6.1.4 Prior to July 31, 2000, ELI will not request conditioning of shared lines to remove load coils, bridged taps or electronics. If Qwest begins conditioning lines for its xDSL services, ELI will have the same option. By July 31, 2000, unless another date is agreed to by Qwest and ELI in writing, ELI will be able to request conditioning of a shared line. Qwest will perform requested conditioning, including de-loading and removal of excess bridged taps, unless Qwest demonstrates in advance that conditioning that shared line will significantly degrade the end-user’s analog voice service.
- (E)6.1.5 ELI initially will use Qwest’s existing pre-qualification functionality and order processes to pre-qualify lines and order the HUNE. ELI will determine, in their sole discretion and at their risk, whether to order the HUNE across any specific loop. Qwest and ELI will continue to work together to modify these functionalities and processes to better support line sharing.

- (E)6.1.6 Qwest will initially provision the HUNE within the current standard unbundled loop provisioning interval at least ninety percent (90%) of the time. The Parties acknowledge that this interval may be subject to improvement based on systems mechanization and/or relevant state or federal regulatory orders.

(E)6.2 POTS SPLITTER COLLOCATION AND OPERATION OF LINE SHARING EQUIPMENT

- (E)6.2.1 Qwest will provide ELI with access to the shared line in one of the following ways, at the discretion of ELI:

- (a) ELI may place POTS splitters in Qwest central offices via Common Area Splitter Collocation. In this scenario, ELI will have the option to either purchase the POTS splitter of its choosing or to have Qwest purchase the POTS splitter on the ELI's behalf subject to full reimbursement. ELI will lease the POTS splitter to Qwest at no cost. Subject to agreed to or ordered pricing, Qwest will install and maintain the POTS splitter in the central office. Qwest will install the POTS splitter in one of three locations in the central office: (i) in a relay rack as close to ELI's DSO termination points as possible; (ii) where an intermediate frame is used, on that frame; or (iii) where options (i) or (ii) are not available, or in central offices with network access line counts of less than 10,000, on the main distribution frame or in some other appropriate location, which may include an existing Qwest relay rack or bay.
- (b) ELI may, at its option, place the POTS splitters in its own collocation area. Qwest will reclassify TIE cables, re-stencil framing, and perform any related work required to provision line sharing.
- (c) Under either option (a) or (b), the POTS splitter will be appropriately hard wired or pre-wired so that Qwest is required to inventory no more than two points of termination.

- (E)6.2.2 In the event ELI, or Qwest acting as purchasing agent for ELI, is unable to procure line sharing equipment (i.e., POTS splitters, cabling, etc.) for Common Area Splitter Collocation in a timely manner, Qwest will proceed with the line sharing deployment schedules set forth in paragraphs (E)6.2.6 and (E)6.2.7 below and install the delayed equipment once the deployment for the subject state is completed. If the delayed equipment still is not available once the deployment for the subject state is completed, Qwest and ELI will work together to establish an alternate deployment schedule for the affected central offices.

- (a) If Qwest, acting as purchasing agent for ELI, is unable to

procure line sharing equipment for Common Area Splitter Collocation in a timely manner, then ELI may provide Qwest with the missing equipment. However, the deployment schedules set forth in this Agreement may be impacted. If impacted, the deployment will follow the terms and conditions described above.

- (b) If Qwest is acting as purchasing agent for more than one CLEC in a central office and is unable to procure line sharing equipment for one or more of the CLECs in a timely manner, then none of the CLECs using Qwest as purchasing agent will be able to order the HUNE in that central office until the equipment is installed for all such CLECs. This requirement does not apply to a CLEC that, upon being contacted by Qwest of the equipment shortage, provides its own equipment to Qwest for installation. The CLEC will be notified by Qwest of the required material on-site date for that central office and will have two (2) business days to determine if the CLEC will be able to provide its own equipment.

(E)6.2.3 ELI and Qwest may use any POTS splitter that meets the requirements for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147.

(E)6.2.4 If ELI requests that a central office where it is not currently collocated be provisioned for line sharing, ELI will indicate its request on the collocation application for that central office.

(E)6.2.5 ELI will provide Qwest with applications for placement of POTS splitters in central offices based on the order set forth on the confidential Central Office Deployment List agreed to jointly by ELI and Qwest and on the schedule set forth below. If the application date is missed by ELI, Qwest will accept ELI's late applications and install the POTS splitter within thirty (30) days of the end of the schedule for the state where the central office is located or the normal interval for collocation under this Agreement, whichever is later. Qwest and ELI will work together to resolve any problems with order-related data included on the applications within five (5) business days of ELI receiving notification of the problems from Qwest. If the Parties are unable to resolve the problems after five (5) business days, the application will be treated as a late application as defined above. Any changes received from ELI after five (5) business days of the initial application date will also result in the application be treated as a late application.

First 145 Central Offices	March 24, 2000
Next 85 Central Offices	March 29, 2000
Next 65 Central Offices	April 3, 2000
Remaining Central Offices	April 10, 2000

- (E)6.2.6 Assuming ELI reuses existing TIE cable capacity, Qwest will complete the TIE cable reclassification necessary to permit ELI to complete placement of POTS splitters in its own collocation areas in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	All remaining central offices identified on the Central Office Deployment List

Additional TIE cables will be installed in accordance with the standard intervals and processes set forth in this Agreement at the completion of this deployment schedule or under an installation schedule mutually agreed upon by ELI and Qwest. In situations where ELI places POTS splitters in its collocation areas, ELI may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

- (E)6.2.7 Qwest will complete Common Area Splitter Collocation in the central offices identified on the Central Office Deployment List based on the following schedule:

DATE	TOTAL NUMBER OF CUMULATIVE CENTRAL OFFICES
May 15, 2000	40-50
May 29, 2000	130-150
June 6, 2000	165-180
June 26, 2000	230-260
July 31, 2000	All remaining central offices identified on the Central Office Deployment List

If ELI chooses to have POTS splitters placed in central offices via Common Area Splitter Collocation, ELI may begin placing orders for the HUNE in the central offices identified on the Central Office Deployment List in accordance with the above schedule.

- (E)6.2.8 To deploy POTS splitters in a central office identified on the Central Office Deployment List, ELI must either: (a) have an existing collocation presence in the central office; or (b) have pending applications for collocation in the central office as of March 10, 2000.

- (E)6.2.9 If Qwest receives an application for new collocation in a central office that does not appear on the Central Office Deployment List, or where ELI does not meet the requirements of the preceding paragraph, Qwest will treat the application as a standard collocation application under the terms and conditions of this Agreement. ELI

will be able to order the HUNE in such offices beginning on the date the collocation installation is completed or July 31, 2000, whichever is later.

- (E)6.2.10 Qwest and the ELI agree to work together to address and, where necessary and possible, find solutions for the following "Line Sharing Implementation Issues": (a) the implementation of an effective phased process to handle ELI orders for the HUNE; (b) Qwest's ability to handle the existing and forecasted volume of ELI orders for the HUNE; (c) Qwest's ability to make central office loop assignments for the existing and forecasted volume of ELI orders for the HUNE; (d) the ability of Qwest and ELI to coordinate repairs; (e) the experience and education of the shared line end-user; (f) the ELI's forecasts of shared line orders; and (g) the process for conditioning loops for line sharing.
- (E)6.2.11 Beginning on April 1, 2000, ELI will provide Qwest with non-binding, good-faith rolling quarterly forecasts for shared line volumes on a state-by-state, central office-by-central office basis. Additionally, ELI will provide a 1.5 year non-binding, good-faith forecast by quarter to Qwest by June 1, 2000. Qwest will keep ELI forecasts confidential and will not share such forecasts with any person involved in Qwest retail operations, product planning or marketing.

(E)6.3 REPAIR AND MAINTENANCE

- (E)6.3.1 Qwest will allow ELI to access the combined voice and data line at the point where it is cross-connected to the POTS splitter. Under the scenario described in paragraph (E)6.2.1(a) above, the point of demarcation will be at the place where the data loop leaves the POTS splitter on its way to ELI's collocated equipment. Under the scenario described in paragraph (E)6.2.1(b) above, the point of demarcation will be where the shared line is cross-connected to the POTS splitter.
- (E)6.3.2 Qwest will be responsible for repairing voice services provided over the shared line and the physical line between the network interface device at the end-user premise and the point of demarcation in the central office. Qwest also will be responsible for inside wiring in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and the end-users. ELI will be responsible for repairing data services provided over the HUNE portion of the shared line. Each Party will be responsible for maintaining its own equipment. The Party that controls the POTS splitter will be responsible for maintaining it.
- (E)6.3.3 Qwest and ELI are continuing to develop repair and maintenance procedures and agree to document final agreed-to procedures in a methods and procedures document that will be available on Qwest's web site. In the interim, Qwest and ELI agree that the following

general principles will guide the repair and maintenance process:

- (a) If an end-user complains of a voice problem that may be related to the use of the shared line for data services, ELI and Qwest will work together and with the end-user to solve the problem to the satisfaction of the end-user. Qwest will not disconnect the data service without the written permission of ELI unless the end-user's voice service is so degraded that the end-user cannot originate or receive voice grade calls.
- (b) Each Party is responsible for its own end-user base and will have the responsibility for resolution of any service trouble report(s) from its end-users. Qwest will test for electrical faults (i.e., opens, shorts, and/or foreign voltage) on the shared line in response to trouble tickets initiated by ELI.
- (c) When trouble has been reported by ELI, and such trouble is not an electrical fault in Qwest's network, Qwest will charge ELI any applicable charges approved by the relevant state public utility commission.
- (d) When trouble reported by ELI is not isolated or identified by tests for electrical faults, Qwest may perform additional testing as requested by ELI on a case-by-case basis. If this additional testing uncovers electrical fault trouble in the portion of the network for which Qwest is responsible under this Agreement, ELI will not be charged for the testing. If the additional testing uncovers a problem in the portion of the network for which ELI is responsible under this Agreement, ELI will be charged any applicable charges set forth in this Agreement or by the relevant state public utility commissions. Where no such charges exist, ELI will pay for such testing on a time and materials basis.

(E)6.3.4 When the POTS splitter is placed in the central office via Common Area Splitter Collocation, ELI will order and install additional splitter cards as necessary to increase POTS splitter capacity from the initial installation. ELI will leave one empty card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

(E)6.3.5 When the POTS splitter is located in ELI's collocation area, ELI may install test access equipment in its collocation area for the purpose of testing the shared line. This equipment must comply with the safety requirements set forth in any applicable FCC rules. When the POTS splitter is placed in the central office via Common Area Splitter Collocation, ELI will have the ability to perform intrusive testing at the test access point on a line-by-line basis.

(E)6.4 PRICING

(E)6.4.1 Qwest and ELI agree to the following negotiated, interim prices for shared lines, splitter collocation and other elements noted in the following table:

Category	Element	Interim Price
Shared Line Non-Recurring	Installation option is basic installation – lift and lay	IA price for basic installation – lift and lay
Shared Line Recurring	HUNE	Paragraph (E)6.4.3
	2 ITP/EICT – Interconnection Tie Pairs or Expanded Interconnection Channel Terminations	IA price
Common Area Splitter Collocation Non-Recurring	Installation	\$5,000.00 per shelf
Common Area Splitter Collocation Recurring	Equipment bay – per shelf	\$4.85 per shelf
Cost of POTS splitters if provided by Qwest	POTS splitter	Market cost – in addition to the \$5,000.00 flat rate
Non-recurring for TIE cable reclassification	TIE cables	Time and material for engineering and labor
Repair and Maintenance	Trouble Isolation and Additional Testing	Paragraph (E)6.3.3(c) and (E)6.3.3(d)
Line Conditioning	Load Coil and Excess Bridged Tap Removal	IA price

(E)6.4.2 Qwest and ELI will continue work to arrive at appropriate cost recovery for operational support systems upgrades related to the shared line.

(E)6.4.3 ELI may choose from either of the following options for an interim recurring shared line rate:

- (a) A rate of \$5.40 per month per shared line; or
- (b) A rate of \$0 per month per shared line until January 1, 2001. On January 1, 2001, the interim recurring shared line rate will change to \$8.25 unless Qwest continues to charge a rate of \$0 per month per shared line to one or more CLECs as of that date. In the event Qwest continues to charge a rate of \$0 per month per shared line to one or more CLECs as of January 1, 2001, Qwest will continue to charge all CLECs that selected this interim recurring shared line rate option a rate of \$0 per month per shared line until such time as it begins to charge all CLECs \$8.25 per month per shared line.

ELI must select one of the foregoing options for an interim recurring shared line rate by May 1, 2000, and must notify Qwest of its selection through its account team. Once a selection is made, ELI cannot change its selection.

- (E)6.4.4 All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.
- (E)6.4.5 During the sixty (60) day period immediately following the effective date of this Agreement, April 24, 2000, the Parties agree to negotiate in good faith in an effort to arrive at mutually agreed to permanent pricing for all of the elements listed in paragraph (E)6.4.1 above and operational support system upgrades related to line sharing. If at the conclusion of this sixty (60) day period, the Parties have been unable to mutually agree to permanent pricing for some or all of such elements and/or operational support system upgrades related to line sharing, the Parties agree to ask the state public utility commissions for each of the states listed in the introductory paragraph of this Agreement to initiate a line sharing cost proceeding to establish permanent pricing for all elements, potentially including operational support system upgrades related to line sharing, still in dispute at that time.

(E)6.5 OTHER

- (E)6.5.1 The Parties will work together to schedule a conference call with the state public utility commissions to explain the provisions of Section (E)6 and answer any questions related to Section (E)6. The Parties agree to work together to schedule and provide notice of the call in the most efficient and expeditious manner possible. The Parties further agree to respond to any questions or information requests from state public utility commissions in a joint manner and, in so doing, take all reasonable steps to preserve the confidentiality of the Central Office Deployment List.
- (E)6.5.2 The Parties will work together in good faith to address any problems that may arise in the execution of any part of this agreement with respect to Section (E)6.

(E)7. Unbundled Dark Fiber

(E)7.1 Description

Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single

transmission path between two Qwest Wire Centers or between a Qwest Wire Center and an end user customer premise in the same LATA and state except where there is an interstate intraLATA boundary. UDF exists in two distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an existing route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes an existing loop between a Qwest Wire Center and either a fiber distribution panel located at an appropriate outside plant structure or an end-user customer premises. ELI does not hereby waive any claims that it may have relating to the availability of interLATA Dark Fiber upon Qwest obtaining 271 relief; nor does Qwest admit to have any obligation to provide such interLATA Dark Fiber.

(E)7.2 Terms and Conditions

- (E)7.2.1 Qwest will provide ELI with non-discriminatory access to UDF-IOF and UDF-Loop.
- (E)7.2.2 Should Qwest desire UDF from ELI, the Parties shall cooperate to negotiate in good faith an agreement which will provide for that facility(ies).
- (E)7.2.3 Qwest will provide ELI with access to existing Dark Fiber facilities. ELI shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. Qwest will not remove, and ELI shall be permitted to use, regenerating equipment that already exists in mid-span.
- (E)7.2.4 Qwest will provide Unbundled Dark Fiber to ELI in increments of two strands (by the pair).
- (E)7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:
- (a) Qwest will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. Qwest shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.
 - (b) Qwest will not unbundle Dark Fiber that, as of the day ELI submits its order for Unbundled Dark Fiber, Qwest has already designated for use in an approved, or pending job on behalf of Qwest or another Co-Provider.
 - (c) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, Qwest shall be relieved of its unbundling obligations during the pendency of the proceeding before Commission.

- (E)7.2.6 Qwest will provide ELI with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform ELI of the availability of single-mode and multi-mode fiber.
- (E)7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.
- (E)7.2.8 ELI is responsible for trouble isolation before reporting trouble to Qwest.
- (E)7.2.9 ELI shall not use UDF as a substitute for special or switched access services, except to the extent ELI provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.
- (E)7.2.10 Upon twelve (12) months notification to ELI, after establishing need to the satisfaction of the Commission, Qwest reserves the right to reclaim in part or in whole, UDF previously obtained by ELI; provided however in no event would the date for reclamation exceed eighteen (18) months from the date Qwest files with the Commission. This condition would arise in those cases where Qwest is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law.
- (E)7.2.11 Qwest will not combine a Dark Fiber element with another Unbundled Network Element or Qwest services, or ELI facilities. ELI is responsible for connecting Dark Fiber with ELI fiber optic terminal or other equipment.
- (E)7.2.12 ELI must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.
- (E)7.2.13 For UDF-Loop, ELI is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of ELI.
- (E)7.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, Qwest will provide to ELI an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.
- (E)7.2.15 ELI is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at ELI's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. ELI shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. ELI facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act,

and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with Section (G)9 (Access to Poles, Ducts, Conduit, and Right-of-Way).

- (E)7.2.16 ELI will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.

(E)7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

- (E)7.3.1 Prior to placing an order for UDF, ELI must first establish a Collocation arrangement in each of the necessary Qwest Wire Centers. ELI must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.
- (E)7.3.2 The first step of the UDF ordering process is the inquiry process. ELI must submit a UDF inquiry through their account team. The UDF inquiry is used to determine the availability of UDF between the two requested locations, UDF-IOF or UDF-Loop. ELI must specify the two Qwest offices or End-user Premise location and the number of fibers requested. Qwest will inform ELI of the availability of dark fiber that will meet ELI's request, if any, within 10 business days for an Initial Records Inquiry (IRI) and 30 business days for a Mid-Point Structure Inquiry (MPSI).
- (E)7.3.3 Based on the ELI request (UDF-Loop or UDF-IOF), there are two possible scenarios.

Termination at a Mid-Point Structure

- (E)7.3.3.1 If spare fiber is available, and ELI chooses to proceed, and the request is for UDF-Loop going to a mid-point structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), ELI will submit the Field Verification Quote Preparation (FVQP) form. Qwest will prepare and submit to ELI a quote along with the original FVQP within twenty (20) business days of the submission of the FVQP form by ELI. Quotes are on an Individual Case Basis (ICB) and will include costs and number of days required to provision the service.
- (E)7.3.3.2 Qwest will begin the provisioning process upon notification from ELI to proceed and the receipt of 50% of the quoted amount. The notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify ELI when provisioning is complete and the remaining quoted

amount, the non-recurring charges, and recurring charges will be billed.

Termination at Qwest Wire Center or End-user Premise

(E)7.3.3.3 If spare fiber is available, and ELI chooses to proceed, and the request is for a UDF-IOF or a UDF-Loop going to a end-user premise, Qwest will begin the provisioning process upon notification from ELI to proceed and the receipt of 50% of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning of this type of request will take 20 business days. ELI will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

(E)7.3.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

(E)7.4 Maintenance and Repair

(E)7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. ELI cross connections will be repaired by ELI and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section (H)2 (Operational Support Systems (OSS)).

(E)7.5 Rate Elements

(E)7.5.1 Dark Fiber rates are contained in Part I of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by ELI. Qwest will bill ELI the IRI immediately upon receipt of the inquiry.

b) Mid-Point Structure Inquiry (MPSI) (Loop only). This rate element is a pre-order records research effort that (1) includes IRI to determine the availability of UDF and (2) records research to locate the closest structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will locate the closest point in which access is available (via an existing structure and FDP).

c) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to ELI at locations other than Qwest Wire Centers or an end-user premises. Qwest will prepare a quote which will

explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for 90 calendar days. This charge is not applied when the demarcation points are in a Wire Centers or an end-user premises.

(E)7.5.2 The following rate elements are used once the availability of UDF has been established and ELI chooses to access UDF.

(E)7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element has both a recurring and non-recurring component and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply.

b) UDF-IOF Fiber Transport, (Per Mile) Rate Element. This recurring rate element applies to the Dark Fiber facility between Qwest Wire Centers. This is a mileage sensitive element based on the route miles of the UDF rounded up to the next mile.

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

(E)7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

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

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

(E)8 Unbundled Network Elements Combinations (UNE Combinations)

(E)8.1 General Terms

(E)8.1.1 Qwest shall combine UNEs pursuant to ELI's request, if in accordance with 47 C.F.R. 51.315(b) and/or the 9th Circuit Court of Appeals' decisions in MFS v. U S WEST, 193 F.3d 1112 (1999) and MCI v. U S WEST, No. 98-35819 (March 2, 2000). However, if a court of competent jurisdiction, the FCC or Commission stays,

vacates or modifies the effectiveness of any portion of the list of UNEs or any of the unbundling requirements, then, this Agreement shall be amended to reflect such change. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the change, it shall be resolved in accordance with the dispute resolution provision of this Agreement.

- (E)8.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that satisfied the “necessary” and “impair” standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter “UNE Remand Order”). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. Qwest will, upon request, allow ELI to access pre-existing combinations of such unbundled network elements, in accordance with 47 C.F.R. 51.315(b). In addition, upon ELI’s request, Qwest must combine UNEs in accordance with (E)8.1.1.
- (E)8.1.2.1 Qwest will only provide combinations of those unbundled network elements that are currently on the FCC’s then effective list of UNEs and any additional UNES that are added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction stays the effectiveness of any portion of the list of UNEs or vacates any portion of the list of UNEs or if the FCC or State Commission takes an item off of its list of UNEs, that effected element or elements will no longer be available as part of a preexisting combination of elements.
- (E)8.1.2.2 Qwest will not separate UNEs that are currently combined.
- (E)8.1.2.3 Subject to the provisions of Section (E)8.1.1, Qwest is not required to, on behalf of ELI, combine any element in its network or any UNE Combination with ELI’s network elements, features or services to create a finished service.
- (E)8.1.2.4 Subject to the provisions of Section (E)8.1.1, Qwest will not, on behalf of ELI, create combinations of network elements, facilities, or features that it does not ordinarily combine.
- (E)8.1.2.5 Intentionally left blank for numbering consistency.

(E)8.1.2.6 If, at any time, a court of competent jurisdiction, the FCC, the Commission, or any other body of competent jurisdiction determines in a decision that has not been stayed and is otherwise in full force and effect that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or otherwise is taken off of the UNE list, then the 252(d)(1) prices for elements in ELI's Agreement or Part I shall no longer apply to such network element when this Agreement will be amended in accordance with Section (A)1.2. When this occurs, if ELI still desires to purchase the finished service it will do so at the applicable federal and state tariff rates or the applicable resale discounts. The element will no longer be available to be included as part of a UNE Combination.

(E)8.2 Description

Qwest will combine unbundled network elements on behalf of ELI of the type that Qwest currently combines in its network. UNE Combinations are available, but not limited to, the following five (5) categories: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Local Exchange Private Line (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If ELI desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), ELI may request access on an individual case basis.

(E)8.3 Terms and Conditions

(E) 8.3.1 Qwest shall provide ELI with non-discriminatory access to UNE Combinations.

(E)8.3.2 “UNE-P-POTS”: Subject to the provisions of Section (E)8.1.1, Retail and/or Resale 1FR/1FB lines are available to ELI as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

(E)8.3.3 “UNE-P-PBX”: Subject to the provisions of Section (E)8.1.1, Retail and/or resale PBX Trunks are available to ELI as a UNE Combination. UNE-P-PBX includes, but is not limited to, the following combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

- (E)8.3.3.1 Qwest will begin making UNE-P-PBX available to ELI upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide ELI with access to PBX Trunk combinations according to the standard intervals set forth in Section (E)8.5.
- (E)8.3.4 “UNE-P-DSS”: Subject to the provisions of Section (E)8.1.1, Retail and/or Resale Digital Switched Service (DSS) are available to ELI as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements including, but not limited to, DS1 Capable Loop, DS1 Trunk Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.
- (E)8.3.4.1 Qwest will begin making UNE-P-DSS available to ELI upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide ELI with access to UNE-P-DSS according to the standard intervals set forth in Section (E)8.5.
- (E)8.3.5 “UNE-P-ISDN”: Subject to the provisions of Section (E)8.1.1, Retail and/or resale ISDN lines are available to ELI as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements including, but not limited to, Basic ISDN Capable Loop, BRI Digital Line Side Port and Shared Transport. UNE-P-ISDN-PRI is comprised of the following unbundled network elements, including but not limited to DS1 Capable Loop, PRI Digital Trunk Port, and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.
- (E)8.3.5.1 Qwest will begin making UNE-P-ISDN available to ELI upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide ELI with access to UNE-P-ISDN according to the standard intervals set forth in Section (E)8.5.
- (E)8.3.6 “Private Line Local Exchange UNE Combinations” (UNE-PL-X): Subject to the provisions of Section (E)8.1.1, Retail and/or resale private line circuits are available to ELI as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. Qwest will provide access to the following as a standard offering: UNE-PL-DS1 private line circuits are comprised

of the following unbundled network elements, including, but not limited to, DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement. Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.

(E)8.3.6.1 Qwest will begin making Private Line Local Exchange UNE Combinations available to ELI upon request beginning February 17, 2000. Until June 17, 2000, Qwest will accept orders for such UNE Combinations on an Individual Case Basis. After this date, Qwest will provide ELI with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section (E)8.5.

(E)8.3.6.2 ELI cannot utilize pre-existing combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the pre-existing combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges. Qwest and ELI agree that ELI must self-certify that ELI provides a significant amount of local exchange traffic over the Private Line Local Exchange UNE Combinations.

(E)8.3.6.2.1 Intentionally left blank for numbering consistency.

(E)8.3.6.2.2 Intentionally left blank for numbering consistency.

(E)8.3.6.2.3 Intentionally left blank for numbering consistency.

(E)8.3.6.2.4 Qwest has the right to verify ELI's actual usage on a representative sample of ELI's private line circuits to determine the percentage of local exchange usage. If Qwest can establish to ELI through documentary and, if available, other evidence that such a pre-existing combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to ELI as a UNE Combination. If after Qwest presents its evidence to ELI, Qwest and ELI disagree as to whether the

circuit is carrying a “Significant Amount of Local Exchange Traffic”, Qwest can then go to the Commission at which time Qwest has the burden to establish to the Commission by a preponderance of the evidence that the pre-existing combination does not meet the requisite requirements is carrying less than a “Significant Amount of Local Exchange Traffic”. If Qwest meets its burden, the pre-existing combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.

(E)8.3.6.2.5 In order to confirm reasonable compliance with these requirements, Qwest may perform periodic audits of ELI’s records according to the following guidelines:

- a) Qwest may, upon thirty (30) days written notice to ELI that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.
- b) ELI shall make reasonable efforts to cooperate with any audit by Qwest and to maintain and provide to Qwest relevant records (terminations enabling local exchange leakage and assignments of local telephone numbers).
- c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that ELI’s UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then ELI shall reimburse Qwest for the cost of the audit.
- d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.
- e) Qwest may not exercise its audit rights with respect to a particular ELI (excluding affiliates) more than twice in any calendar year, unless an audit finds noncompliance.
- f) Audits conducted by Qwest for the purpose of determining compliance with certification criteria

are “over and above” any audit rights that Qwest may have pursuant to other provisions of this Agreement.

- (E)8.3.7 Intentionally left blank for numbering consistency.
- (E)8.3.8 The following terms and conditions are available for all types of UNE-P:
 - (E)8.3.8.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of ELI’s customer’s choice on a 2-PIC basis, access to 911 emergency services, capability to access ELI’s Operator Services platform, capability to access ELI’s Directory Assistance platform and Qwest customized routing service; and, if desired by ELI, access to Qwest Operator Services and Directory Assistance Service.
 - (E)8.3.8.2 If Qwest provides and ELI accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. ELI is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of ELI and where technically feasible, Qwest will rebrand operator services and directory assistance in ELI’s name, in accordance with terms and conditions set forth in ELI’s Agreement.
 - (E)8.3.8.3 ELI may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. ELI shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section (D)10.
 - (E)8.3.8.4 Qwest shall provide to ELI, for ELI’s end users, E911/911 call routing to the appropriate Public Safety Answering Point (“PSAP”). Qwest shall not be responsible for any failure of ELI to provide accurate end-user information for listings in any databases in which Qwest is required to retain and/or maintain end-user information. Qwest shall provide ELI’s end user information to the ALI/DMS (“Automatic Location Identification/Database

Management System”). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end users, ELI’s end user service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by ELI.

(E)8.3.8.5 ELI shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. ELI shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for ELI’s improper PIC change requests.

(E)8.3.8.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by ELI.

(E)8.3.8.7 ELI agrees to work in good faith with Qwest, on all issues, including, if necessary, extending standard provisioning intervals, if ELI orders and/or projects orders for more than 500 UNE-P lines in any one month.

(E)8.3.9 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the pre-existing combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the pre-existing combination of elements is available for conversion into a UNE Combination.

(E)8.3.10 If ELI requests that an existing resale end-user be converted into a UNE Combination, the resale rate will continue to apply until the date Qwest completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section (E)8.5

(E)8.3.11 ELI shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to ELI’s Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November ELI shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or state); (b) ELI’s anticipated number of UNE Combination service orders; and (c) the name and identifying

information of ELI's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

- (E)8.3.12 When end users switch from Qwest to ELI, or to ELI from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.
- (E)8.3.13 In the event Qwest terminates the provisioning of any UNE Combination service to ELI for any reason, including ELI's non-payment of charges, ELI shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to ELI's end users. Qwest shall only be required to notify ELI of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.
- (E)8.3.14 ELI, or ELI's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. ELI's end users contacting Qwest will be instructed to contact ELI. Should misdirected calls occur, the Qwest representative will not discuss with that ELI customer any Qwest products or services information. However, Qwest can discuss its products and services with ELI customers who ask specifically about Qwest products or services on the misdirected calls.
- (E)8.3.15 Subject to the provisions of Section (E)8.1.1, Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, Qwest will not provide and ELI will not knowingly request UNE-P where the following conditions exist: The end-user to be served with the UNE Combination is an end-user with four access lines or more and the lines are located in density zone 1 in specified MSAs.

(E)8.4 Rates and Charges

- (E)8.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in ELI's Agreement and Part I for both recurring and non-recurring application.
 - (E)8.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each

UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in ELI's Agreement and Part I.

- (E)8.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in ELI's Agreement and Part I.
- (E)8.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Part I. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis.
- (E)8.4.3 ELI shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required.
- (E)8.4.4 ELI shall pay Qwest the PIC change charge associated with ELI end user changes of interLATA or intraLATA carriers. Any change in ELI's end users' interLATA or intraLATA carrier must be requested by ELI on behalf of its end user.
- (E)8.4.5 If an end-user is served by ELI through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user's phone after conversion to a UNE Combination is complete. Qwest will send the switched access records for UNE-P customers through the daily usage feed. The records will mirror the 11-01 EMI format.
- (E)8.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill ELI for different Commission-ordered rates or charges associated with UNE Combinations. Qwest will true-up back to the effective date of the Commission Order.

(E)8.5 Ordering Process

- (E)8.5.1 All UNE-P and UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in ELI'S Agreement and in the UNE-P and UNE Combination Resource Guide.
- (E)8.5.2 Prior to placing an order on behalf of each end user, ELI shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in ELI'S Agreement.

- (E)8.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. These standard intervals shall apply unless otherwise specified in this Agreement. When the standard interval does apply, ELI and Qwest will use the standard provisioning interval for the equivalent retail service. ELI and Qwest can separately agree to due dates other than the standard interval.
- (E)8.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day.
- (E)8.5.5 ELI shall provide Qwest with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-users served by UNE Combinations.
- (E)8.5.6 When Qwest's end user or the end user's new service provider orders the discontinuance of the end user's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to ELI for that portion of the service provided to ELI should ELI's end user, a new service provider, or ELI request service be discontinued to the end user. Qwest will notify ELI by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. Qwest will not provide ELI with the name of the other service provider selected by the end user, nor is ELI obligated to provide Qwest with similar information.
- (E)8.5.7 For UNE Combinations, ELI shall provide Qwest and Qwest shall provide ELI with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

(E)8.6 Billing

Qwest shall provide ELI, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for ELI review.

(E)8.7 Maintenance and Repair

- (E)8.7.1 Qwest will maintain facilities and equipment that comprise the service provided to ELI as a UNE Combination. ELI or its end users may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user, without the written consent of Qwest.

(E)9. Local Tandem Switching

(E)9.1 Description

- (E)9.1.1 The local tandem switching element establishes a temporary transmission path between two other switches, but not including the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandems rather than in separate end office switches.

(E)9.2 Terms and Conditions

- (E)9.2.1 If ELI obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between Qwest and the third party tandem provider.
- (E)9.2.2 Port access to the local tandem switch is provided in DS1 increments.

(E)9.3 Rate Elements

- (E)9.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 ICDF (or equivalent connected with an EICT/ITP). A non-recurring charge applies to establish the trunk. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.
- (E)9.3.2 Tandem switch usage is billed on an originating per minute of use basis on calls transiting the tandem switch.

(E)9.4 Ordering Process

Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

(E)10. Local Switching

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

- (E)10.1 Description

- (E)10.1.1 Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's end-users. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, ELI may purchase Unbundled Local Switching in a manner that permits ELI to offer, and bill for, exchange access and termination of EAS/local traffic.
- (E)10.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's switch, as necessary to provide access to shared transport. Shared transport is described in Section 9.8 of this Agreement.
- (E)10.1.3 Unbundled Local Switching also permits ELI to purchase a dedicated trunk port on the local switch. ELI may direct originating traffic to such a dedicated trunk via customized routing.
- (E)10.1.4 Line ports include:
- a) Analog Line Port; and
 - b) Digital Line Port.
- (E)10.1.5 Trunk ports include:
- a) DS1 Local Message Trunk Port.
- (E)10.1.6 The following are attributes of line ports:
- a) Telephone Number;
 - b) Directory Listing;
 - c) Dial Tone;
 - d) Signaling (loop or ground start);
 - e) On/Off Hook Detection;
 - f) Audible and Power Ringing;
 - g) Automatic Message Accounting (AMA) Recording;
 - h) Access to 911, Operator Services, and Directory Assistance; and
 - i) Blocking Options (900 services).
- (E)10.1.7 Analog Line Port. The analog line port is a two wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables ELI to access vertical features.

(E)10.1.8 Vertical features are software attributes on end office switches. Vertical features for the Analog Line Side Port are available separately as follows:

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

(E)10.1.9 Digital Line Side Port (Supporting BRI ISDN)

(E)10.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has interLATA and intraLATA (where available) carrier choice, access to 911, and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

(E)10.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

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

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

(E)10.1.10 Digital Trunk Ports

(E)10.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

(E)10.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

(E)10.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

(E)10.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

(E)10.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility port.

(E)10.1.11.1.1 Primary Rate ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is

provisioned to carry the control or signaling on a 64kbit(s) channel.

(E)10.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable customer Premise Equipment (CPE) and a PRI ISDN- equipped Qwest Central office.

(E)10.1.11.1.3 The PRI central office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

(E)10.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

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

(E)10.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

(E)10.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

(E)10.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

(E)10.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel

on the first D-channel Port.

(E)10.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

(E)10.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

(E)10.2 Terms and Conditions

(E)10.2.1 ELI may purchase all vertical features that are loaded in Qwest's end office switch. ELI may request features that are not activated in a Qwest end office switch utilizing the BFR Process contained in Section (H)9 of this Agreement. If ELI requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply.

(E)10.2.2 Local switch ports include ELI use of Qwest's signaling network for traffic originated from the line-side switching port. ELI access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own end-users.

(E)10.2.3 ELI shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch port ordered. Additional 911/E911 provisions are contained in Section (G)3 of this Agreement.

(E)10.2.4 The line-side port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Part I. The trunk-side port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Part I. The demarcation point for line-side and trunk-side ports shall be as described in Section (E)1.11.

(E)10.2.5 Unbundled Switching (and therefore Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs).

(E)10.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

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

(E)10.2.5.1.1 For end user customers located within the Wire Centers specified above, ELI will determine whether end-users it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the end-user is served by four access lines or more, ELI will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

(E)10.2.5.2 For end user customers with four or more access lines located within the Wire Centers specified above, Qwest will charge market rates for Shared Transport in accordance with Part I.

(E)10.2.5.3 UNE-P is not available for end user customers with four or more access lines located within the Wire Centers specified above.

(E)10.2.6 ELI must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

(E)10.2.7 ELI is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

(E)10.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to ELI on an individual case basis.

(E)10.2.9 Additional arrangements not offered with the basic PRI product are available to ELI on an individual case basis.

(E)10.3 Rate Elements

- (E)10.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Part I of this Agreement. Part I contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)10.2.5.1. In the latter circumstance, market rates apply.
- (E)10.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk port, first trunk and each additional trunk.
- (E)10.3.3 Local usage will be measured and billed on minutes of use. Part I contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)10.2.5.1. In the latter circumstance, market rates apply.
- (E)10.3.4 Vertical features will be offered as options for unbundled local switching at rates set forth in Part I of this Agreement. Part I contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)10.2.5.1. In the latter circumstance, market rates apply.
- (E)10.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Part I of this Agreement, applies when ELI orders additional vertical features to an existing port.
- (E)10.4 Ordering
- (E)10.4.1 Ordering intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the Interconnect & Resale Resource Guide. This interval may be impacted by order volumes and load control considerations. The interval will start when Qwest receives a complete and accurate Line Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The following service intervals have been established:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 HRS. LOW DENSITY
	9-16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	24 hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days	24 hrs. OOS 48 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a Qwest standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Message Trunk Groups <ul style="list-style-type: none"> • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place. 	High Density 1 TO 24	Seven (7) Business Days	24 hrs.
	25 TO 48	Eight (8) Business Days	24 hrs.
	49 TO 72	Ten (10) Business Days	24 hrs.
	73 TO 96	Twelve (12) Business Days	24 hrs.
	97 TO 120	Fourteen (14) Business Days	24 hrs.
	121 TO 144	Fifteen (15) Business Days	24 hrs.
	145 TO 168	Sixteen (16) Business Days	24 hrs.
	169 TO 240	Eighteen (18) Business Days	24 hrs.
	241 OR MORE	ICB	24 hrs.
	LOW DENSITY 1 to 24	Eighteen (18) Business Days	24 hrs.
	25 TO 72	Nineteen (19) Business Days	24 hrs.
	73 TO 120	Twenty (20) Business Days	24 hrs.
	121 OR MORE	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 TO 8 TRUNKS	High Density: Five (5) Business Days	24 hrs. High Density
		Low Density: Six (6) Business Days	24 hrs. Low Density
	9 TO 16 TRUNKS	High Density: Six (6) Business Days	24 hrs. High Density
		Low Density: Seven (7) Business Days	24 hrs. Low Density
	17 TO 24 TRUNKS	High Density: Seven (7) Business Days	24 hrs. High Density
Low Density: Eight (8) Business Days		24 hrs. Low Density	
25 OR MORE TRUNKS	ICB	24 hrs.	
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 TO 8	High Density: Five (5) Business Days	4 hrs. High Density
		Low Density: Six (6) Business Days	4 hrs. Low Density
	9 TO 16	High Density: Six (6) Business Days	4 hrs. High Density
		Low Density: Seven (7) Business Days	4 hrs. Low Density
	17 TO 24	High Density: Seven (7) Business Days	4 hrs. High Density
Low Density: Eight (8) Business Days		4 hrs. Low Density	
25 OR MORE	ICB	4 hrs.	

(E)10.4.2 Switch-activated Vertical Features shall be ordered using the LSR (Local Service Request) process as described in the Interconnect & Resale Resource Guide.

(E)10.4.3 Non-switch activated Vertical Features shall be ordered using the Bona Fide Request (BFR) process. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to

ELI within fifteen (15) days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

(E)10.4.4 Non-switch resident Vertical Features shall be ordered using the Bona Fide Request (BFR) process. Qwest will provide information to ELI on the feasibility of providing the vertical feature(s) within 15 days of receipt of the BFR as described in the Interconnect & Resale Resource Guide.

(E)10.4.5 Unbundled local switch ports are required when ordering unbundled shared transport as described in the Interconnect & Resale Resource Guide.

(E)10.5 Usage Billing Information

(E)10.5.1 Exchange Access Service(s)

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

(E)10.5.2 Retail Service(s)

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

(E)10.5.3 Reciprocal Compensation

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

(E)11. Shared Interoffice Transport

Part I contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)10.2.5.1 above. In the latter circumstance, market rates apply. Qwest shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.

(E)11.1 Description

(E)11.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including U S WEST, between end office switches, between end office switches and tandem

switches, and between tandem switches.

(E)11.2 Terms and Conditions

(E)11.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in Section 9.23. The existing routing tables resident in the switch will direct both Qwest and ELI traffic over Qwest's interoffice message trunk network.

(E)11.2.2 ELI may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

(E)11.3 Rate Elements

(E)11.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the rates described in Part I. Part I contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section (E)10.2.5.1. In the latter circumstance, market rates apply.

(E)11.4 Ordering Process

(E)11.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified differently by ELI. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

(E)11.5 Maintenance and Repair

(E)11.5.1 Maintenance and Repair are the sole responsibility of U S WEST.

(E)12 Unbundled Customer Controlled Rearrangement Element (UCCRE)

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

(E)12.1 Description

(E)12.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which ELI controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

(E)12.2 Terms and Conditions

(E)12.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. ELI is responsible for designing to the "Design-To" point. ELI may connect the UCCRE ports to its elements or ELI designated equipment. If ELI desires DS0 port functionality, ELI will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

(E)12.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

(E)12.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end users.

(E)12.2.2.2 Attendant Access. When ELI requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

(E)12.3 Rate Elements

(E)12.3.1 Recurring rate elements include:

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

(E)12.3.2 Non-recurring rate elements include:

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

(E)12.4 Ordering Process

(E)12.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified for UDIT. UCCRE is ordered via the ASR process.

- (E)12.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify ELI when the work activity is complete. Test results performed by Qwest are not provided to ELI.

(E)13. Packet Switching

Qwest shall be required to provide nondiscriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

- (E)13.1 Qwest has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (eg. End office to remote terminal, pedestal or environmentally controlled vault);
- (E)13.2 There are no spare copper loops capable of supporting xDSL services that ELI seeks to offer;
- (E)13.3 Qwest has not permitted ELI to deploy a DSLAM in/at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has ELI obtained a virtual collocation arrangement at these subloop interconnection points as defined by 47 CFR 51.319 (b); and
- (E)13.4 Qwest has deployed packet switching capability for its own use.

(E)14. Customized Routing

(E)14.1 Description

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

(E)14.2 Terms and Conditions

- (E)14.2.1 Customized Routing will be offered on a first-come, first-served basis.
- (E)14.2.2 Coin signaling is only available as part of "smart PAL" service.

- (E)14.2.3 ELI shall provide a comprehensive routing plan associated with any custom routing request.
- (E)14.2.4 ELI must place the associated trunk orders prior to the establishment or deployment of Line Class Codes.
- (E)14.2.5 Line Class Codes are deployed in specific End Offices.

(E)14.3 Billing

- (E)14.3.1 Development of a Line Class Code is billed on an individual case basis for each switch in which a new Line Class Code is installed.
- (E)14.3.2 Installation of a Line Class Code is billed on an individual case basis for each switch in which it is installed.

(E)14.4 Ordering Process

- (E)14.4.1 ELI must issue a Service Inquiry form detailing the routing and facility requirements for Customized Routing prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire for a copy of the Service Inquiry.
- (E)14.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be established to provide Qwest with the comprehensive network plan, specific custom routing requirements and desired due dates.
- (E)14.4.3 Qwest will provide ELI a detailed time and cost estimate thirty (30) business days after the pre-order meeting. After the time and cost estimate is provided and any appropriate trunk orders are issued, ELI will issue an LSR for Line Class Code development and implementation. Refer to the Interconnect & Resale Resource Guide.

(E)15. Common Channel Signaling Capability/SS7

(E)15.1 Description

- (E)15.1.1 Common Channel Signaling Capability/SS7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.
- (E)15.1.2 The signaling information is used by ELI for:

Faster call set-up and tear down

Holding times reduced

Development of unique routing and control information

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

- (E)15.1.3 Optional Features of CCSAC/SS7 are dependent on specific ELI design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

(E)15.2 Terms and Conditions

- (E)15.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on ELI's design requirements. All of ELI's unbundled design elements are subject to facility requirements identified below.

- (E)15.2.2 At a minimum, transport facilities must exist from ELI's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using UNEs defined in this Part E above.

- (E)15.2.3 ELI's CCSAC/SS7 design requirements will include, but are not limited to:

(E)15.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

(E)15.2.3.2 Specific Point Code detail including the identification of ELI's Originating, Destination and Signaling Options (i.e., ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP]) requirements.

(E)15.2.3.3 All signaling routing requirements must be identified in ELI's design. Information will include industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs to be included in the designed unbundled signaling arrangement.

- (E)15.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

- (E)15.2.4.1 Both Qwest and ELI are obligated to follow existing industry standards as described in Telcordia documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and Qwest Technical Publication 77342.
- (E)15.2.4.2 ELI's switch or network SS7 node must meet industry and Qwest certification standards.
- (E)15.2.4.3 Transport as identified above must be provisioned at a minimum DS1 capacity at ELI's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.
- (E)15.2.4.4 CPN will be delivered by ELI to Qwest in accordance with FCC requirements.
- (E)15.2.4.5 Carrier Identification Parameter (CIP) will be delivered by ELI to Qwest in accordance with industry standards, where technically feasible.
- (E)15.2.4.6 Provisions relating to call related databases (i.e. 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in Part F of this Agreement.

(E)15.3 Rate Elements

Rates for the unbundled CCSAC/SS7 elements designed by ELI will be on an individual case basis (ICB) based on ELI's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Part I of this Agreement. Possible rate elements for unbundled CCSAC/SS7 elements could include, but are not limited to:

(E)15.3.1 Nonrecurring Rates

CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. The specific application being requested determines the specific charge application of either basic or database. In addition, this charge will be billed based on the first and each additional point code requested on the same order.

(E)15.3.2 Recurring Rates

- (E)15.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

- (E)15.3.2.2 Signal Formulation Charge - assessed per call set-up request (ISUP), for formulating signaling messages at the Qwest end office or Qwest tandem in association with call set-up.
- (E)15.3.2.3 Signal Transport Charge - assessed per call set-up request (ISUP) that is transported between the Qwest STP and a Qwest end office or tandem switch associated with call set-up. Also assessed per data request (TCAP) transported to or from a Qwest STP and destined for a foreign database.
- (E)15.3.2.4 Signal Switching Charge - assessed per call set-up request (ISUP) that is switched at the Qwest STP. Also assessed per data request (TCAP) switched at the Qwest STP and destined for a foreign network or database.

(E)15.4 Ordering

- (E)15.4.1 CCSAC/SS7 unbundled ELI-designed elements will initially require design information from ELI. Ordering for CCSAC/SS7 will be handled on an individual case basis, using service activation meetings between ELI and Qwest. ELI will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.
- (E)15.4.2 Qwest will provide jeopardy notification, Design Layout Reports, Completion Notification and Firm Order Confirmation in a non-discriminatory manner.
- (E)15.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.
- (E)15.4.4 The service order interval will begin when a complete and accurate ASR is received by Qwest.

(E)16. Additional Unbundled Elements

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

Part F – Advanced Services Network Interconnection

(F)1.0 Definitions:

- (F)1.1 Frame Relay Service (“FRS”) — is a fast packet service that provides the end user customer high-speed access throughput between multiple customer locations on the same frame relay network. Using statistical multiplexing, the frame relay network enables the end user customer to allocate circuit bandwidth to applications, as needed, rather than assigning fixed channels to specific applications.
- (F)1.2 Network to Network Interface (“NNI”) is the interface between the frame relay networks of two service providers. An NNI consists of an NNI port at a frame relay node on each network and a transmission facility connecting the two ports. This agreement concerns the interconnection of the frame relay networks of Qwest and ELI for the purpose of exchanging Intra-LATA traffic. The NNI port connection shall be a DS 1 interface and provisioned in accordance with the frame relay standard documentation (FRF.2.1 frame relay network to network interface IA). Where available from both parties, a DS3 NNI interface with a line rate of 44.736 Mbps may be used subject to the approval of both parties that the packet volume justifies the higher capacity. The NNI port connection must be provided at the same interface speed as the transmission facility used to connect the NNI ports.
- (F)1.3 Logical Links (“LL”) also referred to as Permanent Virtual Connections (“PVCs”) are logical channels that connect ports on a frame relay node or between frame relay nodes. PVCs are end-to-end, bi-directional channels that are established and terminated via the service order process. A separate PVC must be established to each location with which the end-user customer location will transmit or receive data. These PVC channels are virtual because they are established in software tables and do not tie up facilities when not in use. Multiple PVCs can be defined over a single frame relay access link, thereby providing, on a single access line, the capability to transmit data to multiple destinations.

(F)2.0 IntraLata Interconnection:

- (F)2.1 Both Parties agree to interconnect their frame relay networks via a Network-to-Network Interconnection (NNI) for service that is available to the customers of either company on request. For the interconnection facility portion of the NNI, if Qwest provides the transport facility between the two switches, Qwest’s applicable Special Access tariff will be used to determine the rate for this service, and ELI will pay fifty percent (50%) of that rate. If ELI provides the transport facility between the two switches, Qwest will pay fifty percent (50%) of the published ELI rate for that service, not to exceed fifty percent (50%) of the Qwest tariffed rate for comparable service.
- (F)2.2 Upon the request of either Party, such interconnections will be established in each LATA where Qwest has a Frame Relay node and ELI has a Frame Relay node.

- (F)2.3 The Parties agree that IntraLATA Frame Relay Interconnection is for traffic that originates and terminates exclusively between the two Parties within each LATA. IntraLATA Frame Relay traffic between either Party and a third party LEC shall be addressed in section (F)3.0 below. InterLATA Frame Relay traffic between either Party and a third Party IXC InterLATA provider shall be addressed in Section (F)4.0 below.
- (F)2.4 If the traffic volume exceeds a DS1 at a node, the Parties will interconnect additional DS-1s or a DS-3. In the event the parties agree to upgrade one or more DS-1 NNI facilities to DS-3 facilities, each Party will absorb its own costs for DS 1 to DS3 conversions. If the traffic volume exceeds a DS3 at a single Frame Relay node, the Parties will interconnect at additional Frame Relay nodes.
- (F)2.5 Each Party agrees to absorb its own cost of providing Frame Relay NNI and the usage of the NNI, with the exception of the transport facilities between the Parties Frame Relay nodes. Transport will be provided as described in Section (F)2.1 above. In the event that the utilization of an DS1 NNI interconnection between the Parties remains below 25% of bandwidth capacity and below 12 PVCs at the end of six months, Qwest shall bill and ELI shall pay \$250 monthly per DS1 interconnection until utilization has increased to these levels. Comparable under utilization charges applicable to DS3 level interconnection shall be ICB.
- (F)2.6 Each Party agrees that there will be no charges to the other Party for its own subscribers PVCs. The foregoing does not, either expressly or implicitly, prohibit, restrict, encourage, or otherwise affect the terms and conditions on which each party provides Frame Relay or other services to its end user customers, including, for example, whether to levy charges for PVCs, and at what rate, if any.
- (F)2.7 The Parties shall provide to each other the physical address end points and data link connection identifiers (DLCIs) for each PVC as necessary for the exchange of Frame Relay Service. The Parties agree to share equally assignment control of DLCIs and quality of service parameters Committed Information Rate (CIR), Committed Burst Size (Bc) and Excess Burst Size (Be). For any PVC crossing the NNI, the quality of service parameters and the NM end DLCI must be the same for the PVC provisioned by each Party. The only allowable protocol for PVC management is Annex D Bi-directional. Over-subscription levels for NNIs shall not exceed two hundred percent (200%).

(F)3.0 Transit IntraLATA Frame Relay Interconnection:

- (F)3.1. Both parties may elect to interconnect directly with any and all Frame Relay providers within the LATA and this Agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with a third Party LEC Frame Relay provider with which the Party is exchanging intraLATA Frame Relay traffic, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in Qwest's applicable local Frame Relay Service Tariff for purposes of exchanging intraLATA Frame Relay traffic with such third party providers. Each Party has the obligation to identify to the other the DLCI codes assigned to third

party IntraLATA Frame Relay providers.

- (F)3.2. Transport facilities used for third party Frame Relay Transit Interconnection are to be purchased by the requesting parties from the other at rates equivalent to the rates set forth in Qwest's Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between Qwest and ELI discussed in section (F)2.1 above, unless otherwise agreed by the Parties.

(F)4.0 InterLATA Frame Relay Interconnection:

- (F)4.1. Both parties may elect to interconnect directly with all IXC InterLATA Frame Relay providers and this agreement does not preclude either Party's option for direct interconnection. If either Party elects not to interconnect directly with IXC InterLATA Frame Relay providers, then the Party may purchase Frame Relay service elements (including NNI ports) from the other Party at rates equivalent to the rates set forth in Qwest's FCC No. 5 Access Service Tariff for Frame Relay Service. Each party has the obligation to identify to the other the DLCI codes assigned to third party IXC InterLATA Frame Relay providers.

- (F)4.2. Transport facilities used for third party IXC InterLATA Frame Relay Interconnection are to be purchased by the requesting Party from the other at rates equivalent to the rates set forth in Qwest's Special Access Transport Tariffs. These transport facilities and NNI ports are separate, and segregated from mutually provided transport facilities and NNI ports used in IntraLATA Frame Relay Interconnection between Qwest and ELI discussed in section 2.1 above, unless otherwise agreed by the Parties.

(F)5.0 Performance Criteria:

Either party may request to negotiate performance criteria for Frame Relay Interconnection. During the ninety (90) days following any such request, the Parties shall meet to negotiate mutually acceptable performance criteria for such interconnection. If there are any open issues after such ninety (90) day period, then either Party may submit such issue(s) for dispute resolution under the Dispute Resolution procedures set forth in this Agreement.

PART G - ANCILLARY SERVICES

(G)1. Interim Number Portability

(G)1.1 Description

(G)1.1.1 Interim Number Portability ("INP") service is a service arrangement that can be provided by Qwest to ELI or by ELI to Qwest. For the purposes of this Section, the Party porting traffic to the other Party shall be referred to as the "INP Provider" and the Party receiving INP traffic for termination shall be referred to as the "INP Requestor".

(G)1.1.2 INP applies to those situations where an end user elects to transfer service from the INP Provider to the INP Requestor and such end user also wishes to retain its existing telephone number. INP consists of INP Provider's provision to the INP Requestor the capability to route calls placed to telephone numbers assigned to the INP Provider's switches to the INP Requestor's switches. INP is available only for working telephone numbers assigned to the INP Provider's end users who request to transfer to the INP Requestor's service. Local Interconnect Service (LIS) is required for INP.

(G)1.1.3 INP is available as INP-Remote Call Forwarding ("INP-RCF"), Direct Inward Dialing ("DID") and Directory Number Route Index ("DNRI").

RCF permits a call to an INP Provider's assigned telephone number to be translated to the INP Requestor's dialable local number. Technology limitations do not permit the use of Remote Call Forwarding where Digital Loop Carrier is utilized.

INP via RCF also requires office equipment, on a per telephone number basis. ELI will provide a forecast of deployment sites and estimated quantities of ported numbers to Qwest to assist in an assessment of available porting methods. Each request for INP via RCF will be analyzed by the Infrastructure Availability Center ("IAC") to determine the impact on the donor office to determine if office equipment is available.

DID permits incoming calls to be ported to the INP Requestor's switch via a DID trunk configuration. For DID, the INP Provider will deliver the dialed telephone number to the INP Requestor's Central Office.

DNRI permits incoming calls to be ported to the INP Requestor's switch via a route index. A permanent route index is assigned to the end user's ported number in the INP Provider's switch. For DNRI, the INP Provider will deliver the dialed seven digit telephone number to the INP Requestor's Central Office. INP Requestor may terminate the call as desired. Additional capacity for simultaneous call forwarding is available where technically feasible. The INP

Requestor will need to specify the number of simultaneous calls to be forwarded for each number ported.

- (G)1.1.4 INP is subject to the following restrictions:
 - (G)1.1.4.1 An INP telephone number may be assigned by INP Requestor only to the INP Requestor's end users located within the INP Provider's local calling area and toll rating area that is associated with the NXX of the portable number.
 - (G)1.1.4.2 INP is applicable only if the INP Requestor is engaged in a reciprocal traffic exchange arrangement with the INP Provider.
 - (G)1.1.4.3 Only the existing, INP Provider assigned end user telephone number may be used as a ported number for INP.
 - (G)1.1.4.4 An INP telephone number must be active and assigned to accommodate INP.
 - (G)1.1.4.5 INP services shall not be re-sold, shared or assigned by either Party to another LEC or Co-Provider.
 - (G)1.1.4.6 INP is not offered for NXX Code 555 and coin telephones, and Service Access Codes (i.e. 500, 700, 8XX, 900). INP is not available for Feature Group A seven-digit numbers, including Foreign Exchange. Furthermore, INP numbers may not be used for mass calling events.
 - (G)1.1.4.7 The ported telephone number will be returned to the switch which originally had the ported number when the ported service is disconnected. The Party purchasing a ported number may not retain it and reassign it to another end user. The normal intercept announcement will be provided by the INP Provider for the period of time until the telephone number is reassigned by the INP Provider.
- (G)1.1.5 Out of Hours Cuts
 - (G)1.1.5.1 Out of Hours cuts permit ELI to select either a Coordinated or Non-coordinated cut for INP outside of Qwest's normal business hours.
 - (G)1.1.5.2 For planning purposes, Qwest requests a forecast of Out of Hours Coordinated Cuts at least two

weeks prior to ELI placing a request in that state. Forecasts should include the anticipated Frame Due Times (“FDTs”) and volumes that ELI will be sending in for this offering.

(G)1.1.5.3 For purposes of this Section, Qwest’s normal business hours are 7:00 a.m. to 7:00 p.m., local time, Monday through Friday. Requests outside Qwest’s normal business hours shall be considered an Out of Hours cut.

(G)1.1.5.4 Coordinated Out of Hours cuts are internally managed and project managed by the appropriate Qwest personnel throughout the entire cut. This person will act as the point of contact for all conversion activities and processes.

(G)1.1.5.5 Requests for FDTs within normal business hours are proactively managed by Qwest but are considered Non-coordinated cuts. A Coordinated cut for orders during normal business hours is under review by Qwest, but is not a service offering at this time.

(G)1.1.5.6 Charges for Coordinated Out of Hours Cuts shall be based upon an overtime, time and one-half rate for timeframes outside of normal business hours that are not Sundays or holidays, and a premium rate that is a double time rate for Sundays and holidays.

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

(G)1.1.6 Out of Hours Non-Coordinated Cuts

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

(G)1.1.6.1 Non-Coordinated Cuts

- (G)1.1.6.1.1 Non-Coordinated Cuts allow ELI to request a Qwest FDT of 1:00 a.m., where the actual cut occurs between the hours of 1:00 a.m. and 7:00 a.m. with a cut completion by 7:30 a.m. of that morning (if that morning is a business day, or by 7:30 a.m. of the next business day).
- (G)1.1.6.1.2 Conversion desk activities and escalation processes for Non-Coordinated Out of Hour Cuts are accomplished during the business day prior to the cut. Questions or issues regarding the cut shall be addressed the following business day.
- (G)1.1.6.1.3 ELI will not incur additional charges for Non-Coordinated Out of Hours Cuts.

(G)1.1.6.2 Order Process

ELI shall request Out of Hours Cuts by submitting a Local Service Request (LSR) and designating a 1:00 a.m. FDT (due date) which is outside of normal business hours. In the remarks section of the LSR, ELI will mark the request as an "Out of Hours Cut," and will identify the type of cut (e.g., Non-Coordinated) in the remarks section of the LSR.

(G)1.2 Terms and Conditions

- (G)1.2.1 The Parties shall provide Number Portability on a reciprocal basis to each other to the extent technically feasible, and in accordance with rules and regulations as, from time to time, prescribed by the FCC and/or the Commission.
- (G)1.2.2 Until Local Number Portability is implemented by Qwest in a particular MSA or RSA pursuant to regulations issued by the FCC or the Commission, the Parties agree to provide INP to each other through RCF, DID, DNRI and NXX migration. Local Interconnect Service (LIS) is required for INP.
- (G)1.2.3 Qwest will update its Line Information Database ("LIDB") listings for retained numbers as directed by ELI. Qwest will restrict or cancel calling cards associated with these forwarded numbers. LIDB updates shall be completed by the Parties on the same business day each INP arrangement is activated.
- (G)1.2.4 Upon request, Qwest shall provide to ELI INP via Direct Inward Dial (DID) Trunks. Each DID Trunk group used for INP is dedicated to carrying DID INP traffic between Qwest's End Office and ELI's

switch. Traffic on these trunks cannot overflow to other trunks. In addition, inter-switch signaling for DID is limited to multi-frequency (MF). This precludes passing Calling Line ID to the ELI switch. With DID, there is no SS7 capability causing CLASS feature limitations.

(G)1.2.5 Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

(G)1.2.6 Forecasts for INP must be included in the forecasting process detailed in Part C of this Agreement.

(G)1.3 Rate Elements

For purposes of this Agreement the Parties agree that the costs associated with INP shall be born by each carrier, consistent with the FCC's Rule. Final, approved FCC cost guidelines or Commission imposed rates will apply when available.

(G) 1.3.1 Since the Parties anticipate there will be little, if any INP under this Agreement, switched access revenue will be addressed as required.

(G)1.4 Ordering

(G)1.4.1 The INP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g. end user inquiries and complaints).

(G)1.4.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

(G)1.4.3 The INP Provider will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).

- (G)1.4.4 If an end user requests transfer of service from the INP Requestor back to the INP Provider, the INP Provider may rely on that end user request to institute cancellation of the INP service. The INP Provider will provide at least forty-eight (48) hours notice to the INP Requestor of the cancellation of INP service, and will work cooperatively with the INP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities (e.g., Loops).
- (G)1.4.5 Certain features are not available on calls passed through INP service.
- (G)1.4.6 The INP Requestor's designated INP switch must return answer and disconnect supervision to the INP Provider's switch.
- (G)1.4.7 The INP Requestor will provide to the E911 database provider the network telephone number that the INP Requestor assigned to the INP Provider-assigned, ported telephone number. Updates to and maintenance of the INP information to the E911 database are the responsibility of the INP Requestor. For consistency in administration, it is recommended that the INP Requestor enter into a separate agreement with the E911 database provider.
- (G)1.4.8 The INP Requestor will submit to the INP Provider a disconnect order for each ported number that is relinquished by the INP Requestor's end users.
- (G)1.4.9 Out of Hours Cuts
- (G)1.4.9.1 ELI shall request Out of Hours cuts by submitting a Local Service Request (LSR) and designating the desired FDT outside of the normal business hours. In the Remarks section of the LSR, ELI will specify an Out of Hours Cut and the type of cut (Coordinated or Non-Coordinated).
- (G)1.4.9.2 The date and time for the cut may need to be negotiated between Qwest and ELI because of system downtime, switch upgrades, and the possibility of other Co-Providers requesting the same FDT in the same switch (switch contention). Because of this up-front coordination and FDT negotiation efforts, Firm Order Confirmation (FOC) of the FDT will require additional time.
- (G)1.4.9.3 Out of Hours Coordinated Cuts will be managed by the Qwest project manager. Coordination of this effort requires an up-front internal planning session. Any changes to the original FDT will be negotiated with ELI and will occur prior to issuing an FOC.

(G)2. Local Number Portability

- (G)2.1 Upon implementation of LNP pursuant to FCC regulations, both Parties agree to conform to and provide such LNP. Both Parties will conform to LNP industry guidelines, as identified in CC Docket No. 95-116, the North American Numbering Council LNP, National Emergency Number Association (NENA), Alliance for Telecommunications Industry Solutions (ATIS), the LNP Western Region and/or the consolidated Regional Operations Team requirements and guidelines, and any applicable state guidelines.
- (G)2.2 Once LNP is implemented pursuant to FCC or Commission regulation, either Party may withdraw, at any time, its INP offerings, subject to advance notice to the other Party and coordination to allow the seamless and transparent conversion of INP end user numbers to LNP.
- (G)2.3 Qwest shall be the default carrier for LNP database queries where ELI is unable to perform its own query. ELI shall be the default carrier for LNP database queries where Qwest is unable to perform its own query. Qwest query services are defined in FCC Tariff #5; End Office and Tandem Default Query Charges are contained in Section 13 (Miscellaneous Service) and Database Query Charges are contained in Section 20 (CCSAC Service Applications). Charges for default queries are contained in Part I. When Qwest tandem is the first point of switching for terminating a non-queried call, Qwest shall perform default queries only on portable NXXs with at least one number ported. If Qwest receives an unqueried call at the end office and is unable to terminate the call Qwest will perform the default query and route accordingly.
- (G)2.4 Intentionally left blank for numbering consistency.
- (G)2.4.1 LNP is subject to the following restrictions:
- (G)2.4.1.2 The ported telephone number will be returned to the LERG assigned owner of the NXX after the aging process, as defined in the INC guideline, has been completed by the porting company. The Party to whom the number was ported may not retain it and reassign to another end user. The responsible LNP Provider will provide intercept treatment for the period of time until the telephone number is reassigned by the LNP Provider.
- (G) 2.4.2 Out of Hours Managed Cuts
- (G)2.4.2.1 Qwest currently is engaged in a trial for out of hours managed cuts for LNP. The purpose of the trial is to assess operational impacts and resource requirements for LNP out of hours cuts and to develop processes and procedures for the handling of such

cuts. ELI is a participant in such trial.

(G)2.4.2.2 The Parties anticipate that they will be able to incorporate the results of such trial into this Agreement by Amendment. The Parties agree that Qwest shall offer ELI an LNP out of hours cuts product during the term of this Agreement that shall include, at a minimum:

(G)2.4.2.2.1 Volume criteria, which shall be developed with the mutual consent of the Parties, to determine whether forecasts are necessary.

(G)2.4.2.2.2 The provisioning of pertinent information no later than seventy-two (72) hours before the cut, necessary to manage the out of hours cut.

(G)2.4.2.3 ELI shall also offer an LNP Out of Hours Cut product in accordance with the provisions set forth above during the term of this Agreement.

(G)2.5 NNX Migration

Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

(G)2.6 Ordering

(G)2.6.1 The LNP Requestor is responsible for all dealings with and on behalf of its end users, including all end user account activity (e.g. end user inquiries and complaints).

(G)2.6.2 Each Party is responsible for obtaining a Proof of Authorization from its end users who request a transfer of the end user's telephone number from the other Party.

- (G)2.6.3 The LNP Provider will work cooperatively with the LNP Requestor to ensure a smooth end user transition and to avoid unnecessary duplication of other facilities.
- (G)2.6.4 Intentionally left blank for numbering consistency.
- (G)2.6.5 The LNP Requestor's designated LNP switch must return answer and disconnect supervision to the LNP Provider's switch.
- (G)2.6.6 Qwest and ELI shall work cooperatively on the updates to and maintenance of the LNP information to the E911 database. Qwest will make every effort to CP orders within twenty-four (24) hours after a port. If the Unlock order has not been received and it causes the migrate order from ELI to error, then the Database Management System Provider will automatically reprocess the migrate order once per day for fourteen (14) days. If during the fourteen (14) days the Unlock transaction completes, the migrate order will automatically process. If after fourteen (14) days the Unlock transaction has not completed, a 760 error will be sent to ELI at which time ELI will contact Qwest to initiate an investigation into the error.

(G)2.7 LNP Due Date Intervals

- (G)2.7.1 The following due date intervals will be used by both Parties. Changes to these intervals must be made by mutual agreement by both Parties.

DUE DATE MATRIX

<u>TYPE OF SERVICE</u>	<u>SERVICES ORDERED</u>	<u>SERVICE INTERVAL</u> Note: Due Date intervals include FOC
1FR or 1FB	1-20 lines	4 Business Days
	21-50 lines	5 Business Days
	51 +	ICB *
Complex Services (e.g., PBX, Trunks, ISDN, etc)	1-8 Lines or Trunks	5 Business Days
	9-16 Lines or Trunks	6 Business Days
	17-24 Lines or Trunks	7 Business Days
	25 +	ICB *
Centrex	1-10 Lines	5 Business Days
	11-20 Lines	10 Business Days
	21 +	ICB *

* Qwest will negotiate with ELI within the 8 business day FOC Guideline. See FOC

Matrix.

- (G)2.7.2 Intentionally left blank for numbering consistency.
- (G)2.7.3 Intentionally left blank for numbering consistency.
- (G)2.7.4 Intentionally left blank for numbering consistency.
- (G)2.7.5 Intentionally left blank for numbering consistency
 - (G)2.7.5.1 Intentionally left blank for numbering consistency.
 - (G)2.7.5.2 Intentionally left blank for numbering consistency.
 - (G)2.7.5.3 Intentionally left blank for numbering consistency.
 - (G)2.7.5.4 ON THE COMPLETION DATE

Service Affecting Problems - Refer to Pro-Active group pager till noon the following business day.
Changes to services provided on the completed order (after activation) require a new LSR to be sent through the normal process.
 - (G)2.7.5.5 BEYOND NOON OF THE DAY AFTER THE COMPLETION DATE

Call Repair
Changes to services provided on the completed order (after activation) require a new LSR to be sent through the normal process.
- (G)2.7.6 Intentionally left blank for numbering consistency.
- (G)2.7.7 Intentionally left blank for numbering consistency.
- (G)2.7.8 LNP Repair Process
 - (G)2.7.8.1 Qwest will notify ELI prior to closing a trouble ticket. In order for Qwest to make such notification, ELI must provide Qwest with an 800 toll free number, which shall be staffed twenty-four (24) hours a day. As an option, Qwest will notify ELI via a voice message.

(G)3. 911/E911 Service

(G)3.1 Description

- (G)3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).
- (G)3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

(G)3.2 Terms and Conditions

- (G)3.2.1 Basic 911 directly connects to the PSAP 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.
- (G)3.2.2 E911 functions provided to ELI shall be consistent with the support and services that Qwest provides to its end users for such similar functionality.
- (G)3.2.3 Qwest shall conform to all state regulations concerning emergency services.
- (G)3.2.4 Qwest shall route E911 calls to the appropriate PSAP.
- (G)3.2.5 For E911 Resale orders, Qwest shall use its current process to update and maintain end user information in the ALI/DMS database.
- (G)3.2.6 If required by ELI, Qwest shall interconnect direct trunks from ELI's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by ELI.
- (G)3.2.7 When Qwest is responsible for administering the ALI/DMS database in its entirety, entries for the ported numbers should be maintained unless ELI requests otherwise and shall be updated if ELI so requests. ELI shall administer its input to the ALI/DMS database for ported numbers.
- (G)3.2.8 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by ELI.
- (G)3.2.9 ELI exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state

agency or PSAP administrator) and will not require an amendment to this Agreement.

- (G)3.2.10 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, ELI will participate in the provision of the 911 System as described below.
 - (G)3.2.10.1 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.
 - (G)3.2.10.2 Qwest, or its agent, will be responsible for maintaining the E911 database. Qwest, or its agent, will provide to ELI an initial copy of the most recent Master Street Address Guide ("MSAG"), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. The data will be provided in computer readable format. Qwest shall provide ELI access to the Master Street and Address Guide compatible with the access Qwest provides to itself.
 - (G)3.2.10.3 For selective routing table updates, ELI will negotiate directly with Qwest's database provider for the input and validation of end user data into the Qwest Automatic Location Identification ("ALI") database. ELI will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI database. In most cases the selective routing table updates and the ALI database will be managed by the same provider. ELI assumes all responsibility for the accuracy of the data that ELI provides for MSAG preparation and E911 Database operation.
 - (G)3.2.10.4 ELI will provide end user data to Qwest's agent for Qwest ALI database utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. Qwest will furnish ELI any variations to NENA recommendations required for ALI database input.
 - (G)3.2.10.5 ELI will provide end user data to Qwest's agent for Qwest's ALI database that are MSAG valid and meet all components of the NENA-02-004 Recommended Measurements For Data Quality.

- (G)3.2.10.6 ELI will update its end user records provided to Qwest's agent for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.
- (G)3.2.10.7 Qwest will provide ELI with the identification of the Qwest 911 controlling office that serves each geographic area served by ELI.
- (G)3.2.10.8 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.
- (G)3.2.10.9 Qwest will provide ELI with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by ELI to acquire emergency telephone numbers for operators to handle emergency calls in those instances where ELI's end user dials "O" instead of "911".
- (G)3.2.10.10 ELI will provide Qwest with the ten-digit telephone numbers of each PSAP agency, for which ELI provides the 911 function, to be used by Qwest to acquire emergency telephone numbers for operators to handle emergency calls in those instances where Qwest's end user dials "O" instead of "911".
- (G)3.2.11 If a third party (i.e., LEC), is the primary service provider to a county, ELI will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and ELI are totally separate from this Agreement and Qwest makes no representations on behalf of the third party.
- (G)3.2.12 If ELI is the primary service provider to the county, ELI and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.
- (G)3.2.13 ELI will separately negotiate with each county regarding the collection and reimbursement to the county of applicable end user taxes for 911 service.
- (G)3.2.14 ELI is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.
- (G)3.2.15 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

- (G)3.2.16 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services equal to the level of service provided by Qwest to itself.
- (G)3.2.17 Performance Criteria. E911 Database accuracy shall be as set forth below:
 - (G)3.2.17.1 Accuracy of ALI data will be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to ELI by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed.
 - (G)3.2.17.2 Each discrepancy report will be jointly researched by Qwest and ELI. Corrective action will be taken immediately by the responsible Party.
 - (G)3.2.17.3 Each Party will be responsible for the accuracy of its end user records. Each Party specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

(G)4. Directory Assistance

(G)4.1 Description

- (G)4.1.1 Directory Assistance (DA) service is a telephone number, voice information service that Qwest provides to other Telecommunications Carriers and its own end users.
 - (G)4.1.1.1 Local Directory Assistance service permits ELI's end users to receive published and non-listed telephone numbers within their NPA or LATA, whichever is greater. The telephone numbers provided are only those contained in Qwest's current DA database.
 - (G)4.1.1.2 If ELI selects the National Directory Assistance service option, the geographic area shall be expanded to include the entire United States. The telephone numbers provided are those contained in Qwest's DA database as well as that of its selected national listings vendor.
- (G)4.1.2 If ELI elects to receive the custom Call Branding option, Qwest will provide custom Call Branding to ELI, where technically feasible. Custom Call Branding provides the announcement of ELI's name to ELI's end user during the introduction of the call and at the

completion of the call. Custom Call Branding is an optional service available to ELI.

- (G)4.1.3 If ELI elects to receive the IntraLATA Call Completion service option, Qwest will provide Call Completion service, where available, using the Qwest IntraLATA Toll network which allows ELI's end user the option of completing the call to the requested number without having to originate another call. Call Completion is an optional service available to ELI.

(G)4.2 Terms and Conditions

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

(G)4.3 Rate Elements

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

- (G)4.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by ELI. The per call rate includes recurring branding and call completion charges and may be changed from time to time by Qwest and such changes may vary from state to state, but only upon thirty (30) calendar days prior written notice.
- (G)4.3.2 A non-recurring setup and recording fee will be applicable for establishing the Custom Call Branding option. Such non-recurring charge must be paid prior to commencement of the service.
- (G)4.3.3 Additional charges for Qwest IntraLATA Toll Service may also apply for completed IntraLATA Toll calls.

(G)4.4 Ordering Process

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

(G)4.5 Billing

- (G)4.5.1 Qwest will track and bill ELI on a monthly basis for the number of calls placed to Qwest's Directory Assistance service by ELI's end users.

- (G)4.5.2 For purposes of determining when ELI is obligated to pay the per call rate, the call shall be deemed made and ELI shall be obligated to pay when the call is received by the Operator Services switch. Further, an end user may request and receive no more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

(G)5. Directory Listings

(G)5.1 White Pages Directory Listings

(G)5.1.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of ELI's end users in Qwest's listing database, based on end user information provided to Qwest by ELI. Qwest is authorized to use Listings in Directory Assistance (DA) and as noted below.

(G)5.1.2 Terms and Conditions

- (G)5.1.2.1 ELI will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to ELI's end users. Primary listings for ELI will include the end user Listings for any resold services or wireless services and are further defined in Qwest's general exchange Tariffs. ELI will be charged for premium and privacy listings, (e.g., additional, foreign, cross reference, informational, etc.), at Qwest's general exchange listing Tariff rates, less the wholesale discount. If ELI utilizes Remote Call Forwarding for local number portability, ELI can list only one number without charge - either the end user's original telephone number or ELI-assigned number. The standard discounted rate for an additional listing applies to the other number.
- (G)5.1.2.2 Qwest will furnish ELI the Listings format specifications. All manual requests are considered a project and require coordination between ELI and Qwest to determine time frames.
- (G)5.1.2.3 ELI grants Qwest a non-exclusive license to incorporate Listings information into its Directory Assistance (DA) database. With this license Qwest will incorporate Listings in the DA database.
- (G)5.1.2.4 No prior authorization is needed for Qwest to release Listings to directory publishers or other third parties.

Qwest will incorporate Listings information in all existing and future Directory Assistance applications developed by Qwest. ELI authorizes Qwest to sell and otherwise make Listings available to directory publishers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge for updating and maintaining the Listings database. ELI will not receive compensation from Qwest for any sale of Listings by Qwest.

- (G)5.1.2.5 To the extent that state Tariffs limit Qwest's liability with regard to Listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability Section of this Agreement with respect to Listings only.
- (G)5.1.2.6 Qwest is responsible for maintaining Listings, including entering, changing, correcting, rearranging and removing Listings in accordance with ELI orders. Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed Listings provided that ELI has supplied Qwest the necessary privacy indicators on such Listings.
- (G)5.1.2.7 Qwest will include ELI Listings in Qwest's Directory Assistance service to ensure that callers to Qwest's Directory Assistance service have non-discriminatory access to ELI's Listings.
- (G)5.1.2.8 Qwest will ensure ELI Listings provided to Qwest are included in the white pages directory published on Qwest's behalf, in accordance with ELI's selection above.
- (G)5.1.2.9 ELI agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.
- (G)5.1.2.10 ELI will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying Listings ownership.
- (G)5.1.2.11 Upon request by Qwest, ELI shall submit proof to Qwest, of authorization from each end user for which ELI submits a change in end user's Listing.
- (G)5.1.2.12 ELI represents and warrants the end user information provided to Qwest is accurate and correct. ELI further represents and warrants that it has reviewed all Listings

provided to Qwest, including end user requested restrictions on use such as non-published and non-listed. ELI shall be solely responsible for knowing and adhering to state laws or rulings regarding Listings (e.g., no solicitation requirements in the states of Arizona and Oregon, privacy requirements in Colorado), and for supplying Qwest with the applicable Listing information.

(G)5.1.2.13 ELI is responsible for all dealings with, and on behalf of, ELI's end users, including:

(G)5.1.2.13.1 All end user account activity, (e.g. end user queries and complaints).

(G)5.1.2.13.2 All account maintenance activity, (e.g., additions, changes, issuance of orders for Listings to Qwest).

(G)5.1.2.13.3 Determining privacy requirements and accurately coding the privacy indicators for ELI's end user information. If end user information provided by ELI to Qwest does not contain a privacy indicator, no privacy restrictions will apply.

(G)5.1.2.13.4 Any additional services requested by ELI's end users.

(G)5.2 Directory Assistance List

(G)5.2.1 Description

(G)5.2.1.1 Directory Assistance List (DA List) Information consists of all Qwest and, where available, the end user name, address and telephone number information of other LECs, along with other related elements required in the provision of Directory Assistance service to ELI's end users. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to ELI; however, the non-published telephone number shall not be provided.

(G)5.2.1.2 Some LECs and Co-Providers allow Qwest to supply their DA List Information to ELI without obtaining prior approval. Other LECs/Co-Providers require ELI to negotiate separate agreements for the use of their DA List Information. In the latter event, ELI must provide

Qwest a signed letter of authorization before Qwest can release the LEC/Co-Provider's DA List Information. ELI will give Qwest fourteen (14) days notice prior to the termination of any separate agreement for the use of DA List Information. Upon the effective date of such termination, Qwest will no longer supply ELI with the LEC/Co-Provider's DA List Information. ELI's use of other LEC/Co-Providers' end user listings shall be in accordance with the terms and conditions of the separate agreement between ELI and that LEC/Co-Provider.

- (G)5.2.1.3 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.
- (G)5.2.1.4 DA List Information shall specify whether the subscriber is a residential, business, or government subscriber.
- (G)5.2.1.5 In the event ELI requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Part I of this Agreement.
- (G)5.2.1.6 Qwest and ELI will cooperate in the designation of a location to which the data will be provided.

(G)5.2.2 Terms and Conditions

- (G)5.2.2.1 Qwest grants to ELI a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "DA service" shall mean the provision via either a live operator or a mechanized voice of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number.
- (G)5.2.2.2 ELI shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, Qwest's DA List Information shall not be used by ELI for soliciting

subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, publishing any form of directory in any media whatsoever, or providing any Internet, on-line or other electronic directory assistance service.

- (G)5.2.2.3 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. ELI acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.
- (G)5.2.2.4 ELI shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.
- (G)5.2.2.5 Any disclosure of the fact that an end user subscribes to Qwest's telecommunications services or unauthorized use of Qwest's DA List Information shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.
- (G)5.2.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, ELI shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed.

- (G)5.2.2.7 ELI is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. ELI must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.
- (G)5.2.2.8 Audits -- In accordance with Part G of this Agreement, Qwest may request a comprehensive audit of ELI's use of the DA List Information.

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

(G)5.2.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth above.

(G)5.2.2.8.2 All paper and electronic records will be subject to Audit.

(G)5.2.3 Rate Elements

- (G)5.2.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.
- (G)5.2.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in ELI's database.
- (G)5.2.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.
- (G)5.2.3.4 One-Time Set-Up Fees -- Charges for special database loads.

- (G)5.2.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information including any shipping costs.

(G)5.2.4 Ordering

- (G)5.2.4.1 ELI may order the initial DA List Information load or update files for Qwest's local exchange service areas in its 14 state operating territory or, where technically feasible, ELI may order by Qwest White Page Directory Code or NPA.
- (G)5.2.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.
- (G)5.2.4.3 ELI shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

(G)5.2.5 Billing

Recurring and nonrecurring rates for DA List Information are specified in Part I of this Agreement.

(G)6. Toll and Assistance Operator Services

(G)6.1 Description

- (G)6.1.1 Local Assistance – Provide assistance to ELI's end users requesting help or information on placing or completing local calls, connecting to home NPA directory assistance, and provide other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing end user assistance.
- (G)6.1.2 IntraLATA Toll Assistance – Provide assistance to ELI's end users requesting help or information on placing or completing IntraLATA Toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to ELI or ELI's end users. Qwest will direct ELI's end user to contact their provider to complete IntraLATA Toll calls. Subject to availability and capacity, access may be provided via operator services trunks purchased from Qwest or provided by ELI via Collocation arrangements to route calls to ELI's platform.
- (G)6.1.3 Emergency Assistance – Provide assistance for handling the emergency local and IntraLATA Toll calls to emergency agencies of ELI's end user, including but not limited to, police, sheriff, highway patrol and fire. ELI is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

- (G)6.1.4 Busy Line Verification ("BLV") is performed when ELI's end user requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the end user initiating the BLV inquiry. Only one BLV attempt will be made per end user call, and a charge shall apply.
- (G)6.1.5 Busy Line Interrupt ("BLI") is performed when ELI's end user requests assistance from the operator to interrupt a telephone call in progress after BLV has occurred. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will only interrupt the busy line and will not connect ELI's end user and the calling party. The operator will make only one BLI attempt per end user call and the applicable charge applies whether or not the called party releases the line.
- (G)6.1.6 Quote Service – Provide time and charges to hotel/motel and other end users of ELI for guest/account identification.
- (G)6.1.7 Coin Refund Requests – Provide information regarding ELI's end users requesting coin refunds.

(G)6.2 Terms and Conditions

- (G)6.2.1 Interconnection to Qwest Operator Services from an end office to Qwest is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.
- (G)6.2.2 Trunk provisioning and facility ownership will follow Qwest guidelines.
- (G)6.2.3 Operator Services Interconnection will require an operator services type trunk between the end office and the Interconnection point on the Qwest switch.
- (G)6.2.4 The technical requirements of operator services type trunks and the circuits to connect the positions to the host are covered in the Operator Services Systems Generic Requirement (OSSGR), Telcordia document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.
- (G)6.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

- (G)6.2.6 Each Party shall route BLV/BLI traffic inquiries over separate direct trunks (not the local/intraLATA trunks) established between the Parties' respective operator bureaus.
- (G)6.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users.
- (G)6.2.8 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may modify and change the nature, extent and detail of specific operator services from time to time.
- (G)6.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. ELI shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

(G)6.3 Rate Elements

Two pricing options exist as described below:

- (G)6.3.1 Option A - Price Per Message
 - (G)6.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0- where the operator entered the calling card number.
 - (G)6.3.1.2 Machine Handled Call – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.
 - (G)6.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.
 - (G)6.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.
 - (G)6.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.
 - (G)6.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.
 - (G)6.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

(G)6.3.1.8 Operator Assistance – For each local call completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

(G)6.3.1.9 “Completed call” as used in this Section, shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user. A completed call shall be computed and recorded in accordance with the methods and practices of Qwest and the operating capacity and ability of Qwest’s measuring equipment.

(G)6.3.2 Option B - Price Per Work Second and Computer Handled Calls

(G)6.3.2.1 Operator Handled - Per operator work second for all operator assisted services and functions of services. ELI is charged per work second for all calls originating from its end users and facilities that go to Qwest’s operator for handling. Work second charging begins when the Qwest operator position connects with ELI’s end user and terminates when the connection between the Qwest operator position and ELI’s end user is terminated.

(G)6.3.2.2 Machine Handled - Per call for all services which are handled solely by computers and Qwest equipment. Calls without live operator intervention are computer (machine) handled and include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

(G)6.4 Ordering Process

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

(G)6.5 Billing

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

(G)7. Advanced Intelligent Network (AIN)

(G)7.1 Description

- (G)7.1.1 AIN services are offered and available as an enhancement to ELI's SS7 capable network structure and operation of AIN Version 0.1 capable switches.
- (G)7.1.2 Access to AIN Service Creation Environment - (AASCE) allows ELI to utilize Qwest's AIN service application development process to develop new AIN services or features. AASCE is determined on an individual case basis. The elements are also combined on an individual case basis to meet ELI's request. Services developed through the AASCE process can either be implemented in Qwest's network or handed off to ELI to be installed in its own network.
- (G)7.1.3 Access to AIN OSS/SMS (AAOS) - This service allows ELI to provide specific Qwest AIN services/features to its end users as well as any AIN service that is deployed for ELI utilizing the AASCE process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. ELI will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.
- (G)7.1.4 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. ELI launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). Routing may be accomplished in two scenarios:

From the ELI Service Switching Point (SSP) through a Qwest Local STP and then to the Qwest Regional STP (RSTP).

Through an ELI RSTP to a Qwest RSTP arrangement.

From the RSTP the query is directed to Qwest's SCP to collect data for the response to the originating switch.

(G)7.2 Terms and Conditions

- (G)7.2.1 Access to AIN Service Creation Environment (AASCE) - Since each proposed service is unique and complex, when AASCE is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation are negotiated under a separate contract. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.
- (G)7.2.2 Access to AIN OSS/SMS (AAOS)
 - (G)7.2.2.1 Prior to activation of the AIN feature, ELI's switch point code must be activated for AIN processing on the CCSAC/SS7 link that is sending the AIN query.
 - (G)7.2.2.2 Qwest will provide requirements for data load preparation and delivery by ELI.
 - (G)7.2.2.3 In order to make AAOS service work, service logic must be loaded to provision an AIN service on the platform for ELI. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.
 - (G)7.2.2.4 Each end user line must be provisioned by the facility owner. ELI is responsible for setting the AIN trigger in its switch.
 - (G)7.2.2.5 AIN Query Processing Qwest will certify and test the ELI switch for AIN message transmission to assure quality performance as described in Part E. Qwest and ELI will test cooperatively.

(G)7.3 Rate Elements

- (G)7.3.1 Access to AIN Service Creation Environment (AASCE) - Hourly rates are applicable for each component of the AASCE service according to the estimates determined in the feasibility analysis. A separate contract will identify the specific charges for each component and specify the terms and conditions for payment.

- (G)7.3.2 Access to AIN OSS/SMS (AAOS)- AAOS is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.
- (G)7.3.3 AIN Query Processing - The AIN service is billed a monthly recurring and/or a per query charge.

(G)7.4 Ordering

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

Due date intervals for the proposal phase are detailed below.

Within five (5) business days of an inquiry, Qwest will provide the customer with the Service Request form.

Within ten (10) business days of receiving the Service Request, Qwest will provide a written acknowledgement of receipt.

Within fifteen (15) business days of acknowledgement, Qwest will assess the Service Request and prepare for a meeting with the customer to review the Service Request.

Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and ELI come to an agreed upon understanding of the service feature set and scope.

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

Within ninety (90) business days of ELI approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, development time and costs.

Remaining deliverables are negotiated with ELI so that mutually agreeable due dates based on service complexity are established. Due date intervals are negotiated on an individual case basis.

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

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

- (G)7.4.2.2 The due date intervals will be consistent with the due dates used for equivalent services ordered by Qwest end users. Upon receipt of a complete and accurate LSR, Qwest will load the ELI records into the AIN database within ten (10) days. Qwest will also establish translations at the STP to allow query access from the ELI switch within ten (10) days.
- (G)7.4.2.3 Completion notification will be either by e-mail or by fax.
- (G)7.4.2.4 Qwest will provide jeopardy notification under terms and conditions consistent with Qwest end users.
- (G)7.4.2.5 Qwest will provide Firm Order Confirmation (FOC) under terms and conditions consistent with Qwest end users.
- (G)7.4.2.6 The service order interval begins when a complete and accurate LSR is received in the Interconnect Service Center by 3:00 p.m., Mountain Time.
- (G)7.4.3 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the AAOS ordering process.

(G)8. Interconnection to Line Information Database (LIDB)

(G)8.1 Description

- (G)8.1.1 Description - Line Information Database (LIDB) Storage.

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

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).

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

LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's

redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

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

LVAS access is available only to facility based Co-Providers.

(G)8.1.3 Description - LIDB Query Service

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

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

(G)8.1.4 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify ELI of system alerts on ELI end user lines.

(G)8.2 Terms and Conditions

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

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

(G)8.2.2 Terms and Conditions - LVAS Access

ELI will provide Qwest with the following information:

(G)8.2.2.1 The LIDB service requested (i.e. calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

- (G)8.2.2.2 ELI's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);
- (G)8.2.2.3 The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;
- (G)8.2.2.4 The identity of ELI's SS7 provider for Number Portability, ABS, OLNS and calling name;
- (G)8.2.2.5 The identity of ELI's operator services provider for ABS queries;
- (G)8.2.2.6 A forecast for changes in volumes of line records, both increases and decreases; and
- (G)8.2.2.7 The contact names and fax numbers of all ELI personnel to be contacted for fraud notification, and LIDB data administration.
- (G)8.2.2.8 The establishment of ELI line records will be provisioned through an interim manual process. An ASCII file must be e-mailed from ELI to Qwest up to two times per day, at 12:00 p.m. and 5:00 p.m. Mountain Time.
- (G)8.2.2.9 After Qwest receives the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of ELI's files will be notified by Qwest.
- (G)8.2.2.10 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to ELI with an error notice.
- (G)8.2.2.11 ELI will email to Qwest all updates, adds, changes, and deletions, subsequent to the initial file for establishment.
- (G)8.2.2.12 Qwest will provide to ELI the necessary methods and procedures when the LVAS electronic interface becomes available.

(G)8.2.3 Terms and Conditions - LIDB Query Service

- (G)8.2.3.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol

(TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

- (G)8.2.3.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.
- (G)8.2.3.3 The SCP node provides all protocol and interface support. ELI SS7 connections will be required to meet Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.
- (G)8.2.3.4 Qwest will include ELI-provided data in Qwest's LIDB, and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing ELI's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update ELI data, as requested by ELI. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect.

(G)8.2.4 Terms and Conditions - Fraud Alert Notification

Qwest will notify ELI of system alerts on ELI end user lines. At the direction of ELI, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

(G)8.3 Rate Elements

(G)8.3.1 Rate Elements - Line Information Database (LIDB) Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee will be charged for the initial load of ELI's data into LIDB.

(G)8.3.2 Rate Elements - Line Validation Administration System (LVAS) Access

- (G)8.3.2.1 LIDB Line Record Initial Load Charge - Qwest's vendor charges Qwest to format end user line record information data so that it may be loaded into LVAS. Qwest will pass this nonrecurring charge along to ELI.

- (G)8.3.2.2 Mechanized Service Account Update - LVAS Access is the product which allows ELI to add, update and delete telephone line numbers from the Qwest LIDB for ELI's end users. LVAS processing will be billed per each addition or update processed. No charge to delete.
- (G)8.3.2.3 Individual Line Record Audit - ELI may verify the data for a given ten digit line number using an inquiry on its end user data.
- (G)8.3.2.4 Account Group Audit - ELI may audit an individual Account Group NPA-NXX using a fax.
- (G)8.3.2.5 Expedited Request Charge for Manual Updates - An update request that is outside of the normal batch process and requires immediate action to the database (i.e., deny PIN number).

(G)8.3.3 Rate Elements - LIDB Query Service

A query validation rate and a query transportation rate will apply to all LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch.

(G)8.3.4 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a per alert basis.

(G)8.4 Ordering Process

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

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

Inquiries from ELI must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

(G)8.4.2 Ordering-LVAS Access

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

(G)8.4.3 Ordering- LIDB Inquiry Service

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

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

(G)8.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, ELI will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify ELI. ELI may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

(G)8.5 Billing

(G)8.5.1 Line Validation Administration System (LVAS) Access

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

(G)8.5.2 LIDB Query Service

LIDB Query Service will be billed as outlined in FCC Tariff No. 5, Section 20.

(G)8.5.3 Fraud Alert Notification

A per occurrence rate will apply for each Fraud notification alert.

(G)9. Access to Poles, Ducts, Conduits, and Rights of Way

(G)9.1 Description

(G)9.1.1 Pole Attachments - Qwest will lease available pole attachment space to ELI for the placing of ELI's facilities for the purpose of transmitting Telecommunications Services.

(G)9.1.2 Ducts and Conduits - Qwest will lease available underground ducts/conduits, for transmitting Telecommunications Services. A

spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber.

(G)9.2 Terms and Conditions

- (G)9.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to _ELI authorization for ELI to attach, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles/Innerduct owned in whole or in part by Qwest. Any and all rights granted to ELI shall be subject to and subordinate to any future local, state and/or federal requirements.
- (G)9.2.2 ELI shall provide a map of the requested Poles/Innerduct route, including estimated distances between major points, the identification and location of the Poles/Innerduct and a description of ELI's facilities.
- (G)9.2.3 Except as expressly provided herein, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles/Innerduct or other facility for use by ELI.
- (G)9.2.4 Any Order issued hereunder shall continue in effect for the term specified in the Order.
- (G)9.2.5 If Qwest terminates an Order for cause, or if ELI terminates an Order without cause, ELI shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the Poles/Innerduct within sixty (60) calendar days, or cause Qwest to remove its facilities from the Poles/Innerduct at ELI's expense; provided, however, that ELI shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until ELI's facilities are physically removed. "Cause" as used herein shall mean ELI's use of its facilities in violation of any law, in aid of any unlawful act or making an unauthorized modification to Qwest's Poles/Innerduct, or unsafe actions which put other parties, including Qwest, persons or property in jeopardy.
- (G)9.2.6 Qwest may abandon any Poles/Innerduct at any time by giving written notice to ELI. Upon abandonment of Poles/Innerduct, and with the concurrence of the other joint user(s), if necessary, ELI shall, within sixty (60) calendar days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its facilities therefrom. Failure to remove its facilities within sixty (60) calendar days shall be deemed an election to purchase the Poles/Innerduct at the current market value less the cost of removal.
- (G)9.2.7 Qwest retains the right to determine the availability of space on Poles/Innerduct. In the event Qwest determines that rearrangement

of the existing facilities on Poles/Innerduct is required before ELI's facilities can be accommodated, the cost of such modification will be included in ELI's nonrecurring charges for the associated Order ("Make-ready fee"). When modifications to a Qwest spare conduit include the placement of Innerduct, Qwest will install the number of Innerduct required to fill the conduit structure to its full capacity.

- (G)9.2.8 Qwest shall make manhole ingress and egress for Innerduct access available to ELI. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.
- (G)9.2.9 Where such authority does not already exist, ELI shall be responsible for obtaining the necessary legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way. ELI shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at ELI's sole expense, in order to perform its obligations under this Agreement. ELI shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. ELI shall comply with all conditions of rights-of-way and permits. Once such permission is obtained all such work will be performed by Qwest.
- (G)9.2.10 Access to a Qwest Central Office manhole will be permitted on a case-by-case basis. If space is available, Qwest will allow access through the Central Office manhole to the POI. No splices will be allowed in the Central Office manhole.
- (G)9.2.11 ELI's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain facilities in accordance with the above requirements shall be cause for termination of the Order. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest Premises. ELI's standard maintenance practices for facilities shall be made available to Qwest upon request. ELI shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.
- (G)9.2.12 If ELI requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the sole benefit of ELI, ELI shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments to new Poles/Innerduct, as necessary, and the cost

for removal (including destruction fees) of the replaced Poles/Innerduct, if necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, ELI shall pay a proportionate share of the total cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of multiple parties and ELI shall be responsible for its share of the modification cost.

- (G)9.2.13 Notification of modifications initiated by or on behalf of Qwest shall be provided to ELI at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If ELI does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and ELI shall pay the cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.
- (G)9.2.14 Qwest reserves the right to make on-site/final construction, subsequent and periodic inspections of ELI's facilities occupying the Poles/Innerduct system. ELI shall reimburse Qwest for the cost of such inspections except where specified in this Section.
- (G)9.2.15 ELI shall provide written notice to Qwest, in advance, of the locations where ELI's plant is to be constructed. Qwest shall notify ELI in writing of the date of the completion of the final construction inspection.
- (G)9.2.16 When final construction inspection by Qwest has been completed, ELI shall correct non-complying conditions within the period of time specified by Qwest in its written notice. If corrections are not completed within the specified period, occupancy authorizations for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate forthwith, regardless of whether ELI has energized the facilities occupying said Poles/Innerduct system and ELI shall remove its facilities from said Poles/Innerduct in accordance with the provisions of this Section. No further occupancy authorization shall be issued to ELI until such non-complying conditions are corrected or until ELI's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and ELI shall pay Qwest the cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

- (G)9.2.17 Once ELI's facilities begin occupying the Poles/Innerduct system, Qwest may perform periodic inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal any violation or hazard, or that ELI has in any other way failed to comply with the provisions of this Agreement; in which case ELI shall reimburse Qwest the costs of inspections and re-inspections, as required. ELI's representative may accompany Qwest on such field re-inspections and will be notified of the re-inspections at least 24 hours prior to the inspections taking place.
- (G)9.2.18 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to ELI upon completion of the inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.
- (G)9.2.19 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest nor relieve ELI of any responsibilities, obligations, or liability assigned under this Agreement.
- (G)9.2.20 Should Qwest under the provisions of this Agreement remove ELI's facilities from the Poles/Innerduct covered by any Order, Qwest will notify ELI in writing that the facilities have been removed and that Qwest will deliver the facilities removed upon payment by ELI of the cost of removal, storage and delivery, and all other amounts due Qwest. If ELI removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. ELI shall advise Qwest in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.
- (G)9.2.21 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and ELI agrees to pay a charge of two hundred dollars (\$200.00) per Pole/Innerduct run, plus payment as specified in this Section. ELI is required to submit in writing, within ten (10) days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by Qwest within the specified time period, ELI will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, or Qwest may remove ELI's facilities without liability, and the cost of such removal shall be borne by ELI.
- (G)9.2.22 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively

or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. ELI shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

(G)9.3 Rate Elements

- (G)9.3.1 Inquiry Fee - A non-refundable charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available for lease.
- (G)9.3.2 Field Verification Fee - A non-refundable charge which recovers the field survey required for a site investigation and to determine scope of any required make-ready work.
- (G)9.3.3 Make-Ready Work - A non-refundable charge which recovers the necessary work required to make the requested facility available for lease. For innerduct leases this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests this could include, but is not limited to the replacement of poles to meet required clearances over roads or land.
- (G)9.3.4 Pole Attachment Fee - An annual fee which is charged for the occupancy of one foot of pole space.
- (G)9.3.5 Innerduct Occupancy Fee - An annual fee which is charged for the occupancy of an innerduct on a per foot basis.

(G)9.4 Ordering

The Ordering Process has three distinct steps:

- (G)9.4.1 Inquiry - ELI will supply the General Information section of the Qwest Pole and Anchor Attachment and/or Innerduct Occupancy Form along with the Inquiry Fee.
- (G)9.4.2 Qwest will complete the inquiry review and prepare and return a Poles/Innerduct Permit Processing Costs Quotation (estimated costs) to ELI within ten (10) business days or within the time frames of the applicable federal or state law, rule or regulation which ever is sooner. This time frame is applicable to the standard inquiry of one hundred (100) Poles or fewer, or thirty (30) Utility Holes sections or fewer. An Inquiry which exceeds the standard will have negotiated completion dates for the records review. The Poles/Innerduct Permit Processing Costs quotation shall be valid for ninety (90) calendar days.
- (G)9.4.3 Request. Upon review and acceptance of the Cost Quotation and payment of the estimated costs, Qwest will provide the requested information which may or may not include the following: a review of

public and internal right-of-way records for restrictions and to identify to ELI what additional right of way permission is required; a field survey and site investigation of the Poles/Innerduct, including the preparation of distances and drawings, to determine availability on existing Poles/Innerduct; identification of Make-ready costs required from ELI, if applicable, prior to installing its facilities; the schedule in which the Make-ready work will be completed; and, the annual recurring prices associated with the attachment of facilities. Such work shall be completed within thirty-five (35) business days for a standard inquiry of One Hundred (100) Poles or less, or Thirty (30) Utility Hole sections or less, or as negotiated between Qwest and ELI identified in the Cost Quotation.

- (G)9.4.4 The costs included in the Cost Quotation are used to cover the actual costs incurred by Qwest in determining if Poles/Innerduct space is available to meet ELI's request; however, ELI will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit will be made towards the Poles/Innerduct Make-ready or nonrecurring fees. If Qwest denies the Poles/Innerduct request, Qwest shall do so in writing, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the costs incurred and those prepaid by ELI, if any.
- (G)9.4.5 Upon completion of the work described above, Qwest shall provide ELI a Poles/Innerduct Order containing estimated Make-ready costs, field survey drawings, annual recurring charges. Upon receipt of an accepted Poles/Innerduct Order from ELI and applicable payment for the Make-ready fees identified, Qwest will assign ELI's requested space and complete the Make-ready work which may be required. Unless Qwest is requested by ELI to perform work associated with the attachment of facilities, Qwest will notify ELI when Poles/Innerduct are ready for attachment of facilities.

(G)9.5 Billing

ELI agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and federal guidelines. Such Fees will be assessed on an annual basis with a \$200.00 minimum per application. Annual Fees will be assessed as of January 1 of each year. Fees are not refundable except as expressly provided herein.

(G)9.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and ELI, repairs shall be effectuated on a nondiscriminatory priority basis as established by local, state or federal requirements, or where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

(G)10. 8XX Database Query Service

(G)10.1 Description

8XX Database Query Service is an originating service which provides for the forwarding of ELI end user dialed 8XX-NXX-XXXX calls to a toll carrier, based on the dialed 8XX number. When an 8XX call is originated by ELI's end user, ELI's SSP (SS7 equipped end office) will send an 8XX query to the Qwest 8XX Service Control Point (SCP) through the Qwest Signaling Transfer Point (STP). The Qwest SCP will perform the carrier identification function based on the dialed digits to determine the toll carrier trunk group to which the call should be routed in accordance with the Service Management System/800 (SMS/800) information residing in the Qwest SCP. The SCP will transmit the results of the carrier identification function back to ELI's SSP through the Qwest STP. The results of the carrier identification function will be the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization. The cost of the 8XX database query will be billed to the toll carrier whose CIC is returned from the 8XX Database Query.

(G)10.2 8XX Optional Features

(G)10.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to ELI. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

(G)10.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

Routing by originating NPA-NXX-XXXX
Time of day
Day of week
Specified date
Allocation by percentage

(G)10.3 Rate Elements

(G)10.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Part I of this Agreement

(G)10.3.2 The rates for 8XX Database Query Service only apply to queries for local 8XX calls. Local calls are defined as 8XX calls where the calling party number and the terminating party number (the POTS

number to which the 8XX number is translated) are in the same free calling area. For all other calls, reference existing interstate and intrastate access Tariffs.

- (G)10.3.3 A non-recurring Point Code Activation Charge will apply for ELI to activate 8XX Database Query Service. This rate element is contained in the CCSAC/SS7 Section of Part I.

(G)10.4 Ordering Process

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

(G)10.5 Technical Requirements

- (G)10.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for ELI to query from ELI's designated switch.
- (G)10.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

(G)10.6 Interface Requirements

The signaling interface between ELI's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

(G)10.7 Technical References

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

- (G)10.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Telcordia, December 199X);
- (G)10.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and transaction Capabilities Application Part (TCAP) (Telcordia, March 1994);
- (G)10.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia, October 1995);
- (G)10.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia, October 1995) (Replaces TR-NWT-001149);
- (G)10.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue 1 (Telcordia, October 1995); and

- (G)10.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS)
Supporting Toll Free Service (Telcordia, May 1995).

(G)11. InterNetwork Calling Name

(G)11.1 Description

InterNetwork Calling Name (ICNAM) is a Qwest service that allows ELI to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to ELI's end users.

ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

(G)11.2 Terms and Conditions

- (G)11.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). ELI is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.
- (G)11.2.2 In response to proper signaling queries, Qwest will provide ELI with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. The effect being that the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.
- (G)11.2.3 Qwest will allow ELI to query Qwest's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.
- (G)11.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from ELI's network to Qwest's local STP is provided via Links which are described and priced in the CCSAC/SS7 Section of this Agreement.
- (G)11.2.5 ELI warrants that it shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

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

- (G)11.2.6 ELI acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. ELI will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest reserves the right to modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with ELI.
- (G) 11.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. ELI acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.
- (G) 11.2.8 ELI acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. ELI further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to ELI any instances where overload controls are invoked due to ELI's SS7 network, and ELI agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.
- (G)11.2.9 Qwest shall exercise best efforts to provide ELI accurate and complete ICNAM information. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for ELI's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by ELI.
- (G)11.2.10 ELI shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, ELI will not reveal that caller's name or number to the called party (ELI's end

user). ELI will comply with all FCC guidelines and, if applicable, the appropriate state Commission rules, with regard to honoring the privacy indicator. ELI agrees to indemnify and hold Qwest harmless for any claims by third parties resulting from ELI's failure to comply with this provision.

- (G) 11.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. ELI agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. ELI will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by ELI to its end user after ELI initiated a ICNAM query to Qwest's ICNAM database.
- (G)11.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if incoming calls are so excessive as determined by Qwest that the ICNAM database cannot operate in a quality manner.

(G)11.3 Rate Elements

Rate elements for ICNAM services are contained in Part I of this Agreement.

(G)11.4 Billing

ELI agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided.

ICNAM rates will be billed to ELI monthly by Qwest for the previous month.

(G)12. Custom Local Area Signaling Services (CLASS)

- (G)12.1 CLASS services as retail services offered by Qwest and Co-Providers are not included in this Section of the Agreement. This Section pertains to the Interconnection of the Parties' networks for purposes of transporting intercompany CLASS related data.
- (G)12.2 Upon request by ELI the Parties will engage in joint planning to identify the necessary translations to accomplish the transport of CLASS data. This will require ELI to have SS7 capability and meet the connectivity requirements contained in Part E of this Agreement.

PART H - MISCELLANEOUS PROVISIONS

(H)1. Network Security

(H)1.1 Protection of Service and Property - Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

(H)1.1.1 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users, during technician work operations and at all times. Specifically, no employee, agent or representative, shall monitor any circuits except as required to repair or provide service, of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. ELI is responsible for covering its employees on such security requirements and penalties.

(H)1.1.2 The Qwest telecommunications network is part of the national security network, and as such, is protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. ELI is responsible for covering its employees on such security requirements and penalties.

(H)1.1.3 Qwest and ELI share responsibility for security and network protection, due to the varying Collocation arrangements; i.e., Physical, Cageless Physical, etc. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which ELI may use in the course of work operations. Qwest assumes no liability to ELI, its agents, employees or representatives, if ELI uses a Qwest ladder available in the Wire Center.

(H)1.1.4 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of

the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

- (H)1.1.5 In the event that one Party's employees, agents or representatives, inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party, by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.
- (H)1.1.6 Each Party shall comply at all times with Qwest security and safety procedures and requirements.
- (H)1.1.7 Qwest will allow ELI to inspect or observe spaces which house or contain ELI equipment or equipment enclosures at any time and to furnish ELI with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured ELI space, in a manner consistent with that used by Qwest.
- (H)1.1.8 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house ELI equipment or equipment enclosures to its employees and representatives to emergency access only. ELI shall further have the right to change locks where deemed necessary for the protection and security of such spaces.
- (H)1.1.9 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of ELI to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.
- (H)1.1.10 ELI agrees to:
 - (H)1.1.10.1 Train its employees, agents and vendors on Qwest security policies and guidelines.
 - (H)1.1.10.2 When working on Qwest ICDFs or in Qwest equipment line-ups, ELI employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.
 - (H)1.1.10.3 Report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-Qwest-SECURE. In cases of emergency, call 911 and 1-888-Qwest-SECURE.

- (H)1.1.10.4 Wear the identification/access card above the waist and visible at all times.
- (H)1.1.10.5 Ensure adherence by its employees, agents and vendors to all Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.
- (H)1.1.10.6 Secure and lock all doors and gates.
- (H)1.1.10.7 Report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.
- (H)1.1.11 ELI's employees, agents and vendors will comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.
- (H)1.1.12 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting ELI to denial of unescorted access.
- (H)1.1.13 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.
- (H)1.1.14 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.
- (H)1.1.15 ELI's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.
- (H)1.1.16 Any Qwest employee may request ELI's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

- (H)1.1.17 Qwest is not liable for any damage, theft or personal injury resulting from ELI's employees, agents or vendors parking in a Qwest parking area.
- (H)1.1.18 ELI's employees, agents or vendors outside the designated ELI access area or without proper identification will be asked to vacate the Premises and Qwest Security will be notified. Continued violations may result in termination of access privileges.
- (H)1.1.19 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)
- (H)1.1.20 ELI will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. ELI and Qwest will meet to review applications and security requirements.
- (H)1.1.21 ELI employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to ELI's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.
- (H)1.1.22 ELI will collect identification/access cards for any employees, agents or vendors no longer working on behalf of ELI and forward them to Qwest Security. If cards or keys cannot be collected, ELI will immediately notify Qwest at 800-210-8169.
- (H)1.1.23 ELI will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.
- (H)1.1.24 ELI employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.
- (H)1.1.25 ELI will notify Qwest if ELI has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.
- (H)1.1.26 ELI will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to ELI's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

- (H)1.2 Revenue Protection - Qwest shall make available to ELI all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes and 900 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.
- (H)1.3. Law Enforcement Interface - Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.
- (H)1.4 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of ELI, for any lines served from Qwest Wire Centers or cross boxes.
- (H)1.5 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. ELI will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where ELI must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. ELI will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

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

Qwest has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between ELI's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each.

(H)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

(H)2.1.1 LSR (Local Service Request) Ordering Process

(H)2.1.1.1 ELI shall use the Electronic Connections Platforms for orders placed using the LSR Ordering Process when available for the services it supports. The Electronic Connections Platforms includes both the SOAR EDI interface and the IMA GUI interface.

(H)2.1.1.2 The SOAR EDI interface provides a single interface using SSL3 protocol for Pre-Order and Order transactions from ELI to Qwest and is transaction based, not batch based. The interface standards for the SOAR EDI are compliant with the OBF Local Service Order Guidelines (LSOG), TCIF Customer Service Guideline and the ANSI ASC X12 with exceptions as specified in the IMA disclosure documents which are provided in conjunction with the implementation responsibilities contained in this Section.

(H)2.1.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from ELI to Qwest and is browser based. The IMA GUI uses JAVA as the standard.

(H)2.1.1.4 The products that can be ordered via either the SOAR EDI or the IMA GUI interface are listed in the Interconnect & Resale Resource Guide.

(H)2.1.1.5 Functions

(H)2.1.1.5.1 Pre-ordering

Pre-Ordering refers to the set of activities performed in conjunction with placing an order. Packaged as a separate activity, pre-order consists of the following functions: verify an address, check service availability, return Customer Service Record information, check facility availability, check telephone number availability, return telephone numbers, accept telephone numbers, check appointment availability, and reserve an appointment. The Electronic Connections Platforms provide on-line capabilities to perform these functions. Not all functions apply to all products; refer to the Interconnect & Resale Resource Guide for appropriate utilization. These functions are described as follows.

(H)2.1.1.5.1.1 Address Verification

This transaction will verify the end user's address. No detailed facility information (i.e.,

cable pair) will be returned as part of this transaction.

(H)2.1.1.5.1.2 Service Availability

This transaction will return the list of products and services available for resale in the Central Office serving a particular end user address.

(H)2.1.1.5.1.3 Customer Service Record Retrieval

Gives ELI the ability to request a display of local exchange services and features (CPNI) Qwest is currently providing to an end user. Rates associated with these services and features will not be displayed.

(H)2.1.1.5.1.4 Facility Availability

For each request that has a potential facility, this transaction will indicate if existing facilities are available or if new facilities are required, and if a technician must be dispatched to provide the facilities requested at the end user's address.

This transaction should be executed for any new line(s) or circuits.

This transaction does not reserve facilities and does not guarantee that facilities will be available when the work order is submitted.

(H)2.1.1.5.1.5 Telephone Number Availability

Enables a telephone number (TN) to be assigned to a line. ELI will be able to accept one or more TNs. If the end user requests a specific number, range of numbers, or a vanity number, ELI must call Qwest's ISC and the request will be handled manually.

(H)2.1.1.5.1.6 Telephone Number Accept

Allows ELI to select one or more TNs returned by the Telephone Number Availability transaction. Expiration periods for selection and submission are described in the Interconnect & Resale Resource Guide.

(H)2.1.1.5.1.7 Appointment Availability

Allows ELI to view a calendar of available appointments.

(H)2.1.1.5.1.8 Appointment Reservation

Enables ELI to select and reserve an available appointment after the appointment availability calendar has been returned to ELI by Qwest. Once the appointment period has been submitted, Qwest will return a confirmation number. Expiration periods for selection and submission are described in the Interconnect & Resale Resource Guide.

(H)2.1.1.5.2 Ordering and Provisioning

With the pre-ordering steps completed, the requisite information will have been obtained from ELI. Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is: submit an LSR, store a service request, request status, receive completion notification, and Firm Order Confirmation (FOC).

(H)2.1.1.5.2.1 Submit LSR

This transaction allows ELI to submit the LSR.

(H)2.1.1.5.2.2 Store Service Request

This transaction allows ELI to store a new or existing SR until the SR is supplemented, canceled, or completed, or for thirty (30) calendar days, whichever occurs first.

(H)2.1.1.5.2.3 Firm Order Confirmation

Once a service request is accepted by Qwest, the assigned service order number(s) is returned to ELI. This may not happen in real time. ELI can then use the service order number(s) or the PON(s) to status the work order. Firm Order Confirmation means that Qwest has received the service request, issued the order, and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(H)2.1.1.5.2.4 Status Query/Response

This transaction will allow ELI to obtain the status of a work order. Qwest will return the current status for the specified work order.

Note: This status request is issued by ELI on demand.

(H)2.1.1.5.2.5 Completion Notification

This transaction notifies ELI that the service request has been completed. If ELI is using IMA GUI, this notification is provided via a daily batch update. If ELI is using EDI SOAR, this notification is provided upon completion of the LSR.

(H)2.1.1.6 Forecast of Usage

(H)2.1.1.6.1 Qwest requires that ELI supply Qwest with a forecast of anticipated products to be ordered through the Electronic Connections Platforms. Qwest will use the product forecast to determine ELI's capacity on the IMA GUI or SOAR EDI server.

(H)2.1.1.6.2 Qwest will use ELI's forecast to ensure ELI has sufficient capacity to provide the services and elements requested. If ELI exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, ELI's use of its capacity on the IMA or SOAR EDI server will be discontinued until a resolution can be mutually agreed to by both Parties. Qwest will attempt to notify ELI before discontinuing ELI's use of the IMA or SOAR EDI server; however Qwest reserves the right to discontinue use if it is unable to contact ELI.

(H)2.1.1.6.3 When ELI requests over twenty simultaneous connections, Qwest requires the use of a T1 line instead of dial-up capabilities.

(H)2.1.2 ASR (Access Service Request) Ordering Process

(H)2.1.2.1 Qwest proposes the use of the existing EXACT system for orders placed using the ASR process. EXACT is compliant with the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via an NDM connection to Qwest from ELI. It is ELI's

responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(H)2.1.2.2 The Products that can be ordered electronically via EXACT using the ASR process are listed in the Interconnect & Resale Resource Guide.

(H)2.1.2.3 Functions

(H)2.1.2.3.1 Submit ASR

This transaction allows ELI to submit the ASR.

(H)2.1.2.3.2 Firm Order Confirmation

Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to ELI. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(H)2.1.3 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from ELI to Qwest. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables ELI listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to ELI via an EDI 855 transaction.

(H)2.1.4 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to ELI consistent with the provisions of this Section.

(H)2.2 Maintenance and Repair

(H)2.2.1 Repair functions allow ELI to report trouble with services provided by Qwest under this agreement.

(H)2.2.2 ELI shall use the Electronic Connections Platforms for reporting trouble. The Electronic Connections Platforms are comprised of either the MEDIACC Electronic Bonding (EB) interface or the IMA GUI interface.

(H)2.2.3 The MEDIACC Electronic Bonding (EB) interface uses CMIP protocol over X.25 packet switching network using ANS T1M1.5 227/228 standards.

(H)2.2.4 The IMA GUI also provides a single interface for trouble reporting from ELI to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface using ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard. The IMA GUI Interface currently supports trouble reporting for POTS and design services.

(H)2.2.5 Functions

(H)2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes have been summarized and will be made available to ELI in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report.

(H)2.2.5.1.1 Open Trouble Report - Gives ELI the capability to open a TR with Qwest. Once a TR has been successfully opened, Qwest sends an electronic transaction to ELI identifying information about the TR (e.g., Commitment Date and Tracking Number).

(H)2.2.5.1.2 Modify Trouble Report - Allows ELI to modify the trouble severity (for example; change from "service affecting" to "out of service") and trouble narrative on a TR until it has been cleared. This transaction is currently only supported for POTS.

(H)2.2.5.1.3 Status Change Notification - Provides notification to ELI that the status of a previously opened TR has changed. If ELI is using EB, ELI will receive this notification via an electronic transaction. If ELI is using the IMA GUI Interface, ELI will receive this notification via email and/or fax.

(H)2.2.5.1.4 View Trouble Report Status/Trouble Report Status Request - If ELI is using IMA GUI, allows ELI to view the status of an opened Trouble Report. If ELI is using EB, Qwest sends an electronic transaction to ELI with the status of

an opened TR after ELI sends an electronic transaction to request the status.

- (H)2.2.5.1.5 Cancel Trouble Report - Allows ELI to request to cancel a previously opened TR. Once a request to cancel is received, an orderly cessation of the trouble resolution process begins. If Qwest has completed any work before the trouble resolution process is stopped, charges to ELI may apply.
- (H)2.2.5.1.6 Trouble Report History – Provides ELI with historical information on up to the last three trouble reports. For POTS, the disposition and trouble report date and time are provided. For design services, the trouble report date and time, a text description of the disposition, the Qwest Trouble Report Number, and the trouble type are provided. This transaction is currently only available via IMA GUI.
- (H)2.2.5.1.7 Resubmit/Delete - Trouble reports can be resubmitted or deleted via IMA GUI if, prior to entering Qwest's OSS, the transaction fails or errors. This transaction is only valid if the TR has not entered Qwest's OSS. This transaction is currently only available via IMA GUI.
- (H)2.2.5.1.8 Close a Trouble Report - For POTS, Qwest closes the TR once work is complete. For design services, Qwest sends ELI a request for verification to close. ELI then authorizes or denies the closure. ELI has twenty-four (24) hours to respond. If a response is not received within that time frame, the TR will automatically be closed.

Qwest provides notification to ELI that a TR has been closed because the trouble was resolved. Additional information, (e.g., disposition, disposition description, outage duration, maintenance of service, charge indicator) are also included. If ELI is using EB, ELI will receive this response via an electronic transaction. If ELI is using the IMA GUI Interface, ELI will receive this response via email and/or fax.

(H)2.3 Hours of Operation

Qwest Operational Support Systems will be available to ELI consistent with the Qwest retail operations and internal processes that support pre-ordering, ordering

and provisioning, maintenance and repair, and billing as they are described in this Agreement.

(H)2.4 Billing

- (H)2.4.1 For products billed out of the Qwest IABS system, Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.
- (H)2.4.2 For products billed out of the Qwest CRIS systems, Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

(H)2.5 Outputs

Output information will be provided to ELI in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to ELI provide more detailed information than the bills. They come in the following categories:

- Usage Record File - Line Usage Information
- Loss and Completion - Order Information
- Category 11 - Facility Based Line Usage Information
- SAG/FAM - Street Address/Facility Availability Information

(H)2.5.1 Bills

- (H)2.5.1.1 CRIS Summary Bill - The CRIS (Customer Record Information System) Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one time charges and incremental/call detail information. This provides one bill and one payment document for ELI. These bills are segmented by state and bill cycle. The number of bills received by ELI is dictated by the product ordered and the Qwest region in which ELI is operating. These bills are as described in the Interconnect Resources and Resale Guide.
- (H)2.5.1.2 IABS Bill - The IABS (Interexchange Access Billing System) Bill represents a monthly summary of charges.

This bill includes monthly and one time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The list of products and the bill media can be found in the Interconnect Resource and Resale Guide.

(H)2.5.2 Files and Reports

(H)2.5.2.1 Daily Usage Record File

This file provides the accumulated set of call information for a given day as captured, or "recorded" by the network switches. This file will be transmitted Monday through Friday. This information is a file of unrated Qwest originated usage messages and rated ELI originated usage messages. It is provided in ATIS standard EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to ELI with the same level of precision and accuracy it provides itself. Such precision cannot and will not exceed the current capabilities of the software in the switches today. This file will be provided for the following list of products:

Resale
Unbundled Switch

The charge for this Daily Usage Record File is contained in Part I of this Agreement.

Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region intraLATA collect, calling card, and third number billed messages to ELI and exchange with other Co-Providers operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

(H)2.5.2.2

Loss Report – Provides ELI with a daily (Saturday - Sunday) report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed LSP (Local Service Provider) or removed services from an existing account. This report also details the order number,

service name and address, and date this change was made. Individual reports will be provided for the following list of products:

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

This report media is described in the Interconnect Resource and Resale Guide.

(H)2.5.2.3

Completion Report - Provides ELI with a daily (Saturday - Sunday) report. This report is used to advise ELI that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

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

This report media is described in the Interconnect Resource and Resale Guide.

(H)2.5.2.4

Category 11 Records- These Exchange Message Records (EMR) provide mechanized record formats that can be used to exchange access usage information between Qwest and ELI. Category 1101 series records are used to exchange detailed access usage information.

Category 1150 series records are used to exchange summarized meet Point billed access minutes-of-use.

These mechanized records are available from Qwest in the following formats:

- NDM (direct connect or dial-up)
- Comet
- Tape
- Cartridge

(H)2.5.2.5

SAG/FAM Files- The SAG (Street Address Guide)/ FAM (Facility Availability Matrix) files contain the following information:

SAG provides: - Address and Serving Central Office Information.

FAM provides: - USOCs and descriptions by state - (POTS services only). USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM (Network Data Mover) connectivity, or a Web browser.

(H)2.6 Modifications to OSS Interfaces

ELI and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant Alliance for Telecommunication Industry Solution (ATIS) committees. Establishment of new, or changes to industry standards and guidelines will be reviewed on no less than a quarterly basis commencing on the effective date of this Agreement. This review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. The Parties will use reasonable effort to reach closure upon the necessary changes within no more than three months of initiating each review and to implement the changes within nine months or earlier, if reasonably possible, unless there is agreement to a different implementation schedule.

- (H)2.6.1 In the course of establishing operational ready system interfaces between Qwest and ELI to support local service delivery, ELI and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. ELI and Qwest will submit such specifications to the appropriate standards committee and will work towards its acceptance as a standard.
- (H)2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed to changes requested by the Co-Provider Industry Change Management Process (CICMP). Qwest will provide to ELI the features list for modifications to the interface ninety (90) days prior to any release date. Specifications for interface modifications will be provided to ELI three weeks prior to the release date. ELI is required to upgrade to the current release within six months of the installation date.
- (H)2.6.3 This Part H constitutes the entirety of the OSS agreement. Nothing beyond what is described herein, should be implied or inferred.

(H)2.7 ELI Responsibilities for Implementation of OSS Interfaces

- (H)2.7.1 Before any ELI implementation can begin, ELI must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the Qwest account manager and details information needed by Qwest to establish service for ELI.
- (H)2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and ELI will mutually agree upon time frames for ELI implementation.
- (H)2.7.3 If using the SOAR EDI interface, Qwest will provide ELI with a copy of the Production Readiness Verification document. ELI is obligated to meet the requirements specified in the Production Readiness Verification document regardless of whether ELI chooses to participate in the Production Readiness Verification Test.

(H)2.8 ELI Responsibilities for On-going Support for OSS Interfaces

- (H)2.8.1 If using the IMA GUI interface, ELI must work with Qwest to train ELI personnel on the IMA GUI functions that ELI will be using. Qwest and ELI shall concur on which IMA GUI functions should be included in ELI's training.
- (H)2.8.2 An exchange protocol will be used to transport EDI formatted content. ELI must perform certification testing of exchange protocol prior to using SOAR EDI.
- (H)2.8.3 If ELI is using SOAR EDI, Qwest shall provide ELI with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of ELI to schedule an appointment with Qwest for certification of its business scenarios. ELI must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to ELI, it is the sole responsibility of ELI to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor ELI's schedule through the use of alternative hours.
- (H)2.8.4 If ELI is using the SOAR EDI interface, ELI must work with Qwest to certify the business scenarios that ELI will be using in order to ensure successful transaction processing. Qwest and ELI shall mutually agree to the business scenarios for which ELI is required to be certified. Certification is granted only for a specific release of SOAR EDI. New releases of SOAR EDI may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest Coordinator in conjunction with the release manager of each SOAR EDI release. Notice of the need for re-certification will be provided to ELI three weeks prior to the release date.

- (H)2.8.5 In the event of Electronic Interface trouble, ELI shall use its best efforts to isolate and resolve the trouble using the guidelines provided in the Production Readiness Verification document. If ELI cannot resolve the problem, then ELI should contact the LSP Systems Help Desk. The LSP Systems Help Desk is ELI's Single Point of Contact for Electronic Interface trouble.

(H)2.9 LSP Systems Help Desk

- (H)2.9.1 The LSP Systems Help Desk will provide a single point of entry for ELI to gain assistance in areas involving connectivity; system availability of SOAR EDI and IMA GUI; and File Outputs. These areas are further described below.

(H)2.9.1.1 Connectivity

Connectivity covers trouble with ELI's access to the Qwest System for Hardware configuration requirements with relevance to SOAR EDI and IMA GUI; software configuration requirements with relevance to SOAR EDI and IMA GUI; modem configuration requirements; T1 configuration and dial in string requirements; firewall access configuration; SecurID configuration; Profile Setup and password verification.

(H)2.9.1.2 System Availability of SOAR EDI and IMA GUI System

System availability covers system errors generated during an attempt by ELI to place orders or open trouble reports through SOAR EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.

(H)2.9.1.3 File Outputs

File Outputs covers ELI's output files and reports produced from its usage and order activity.

File outputs system errors are limited to: Daily Usage File; Loss / Completion File; IABS Bill; CRIS Summary Bill; Category 11 Report and SAG/FAM Reports.

- (H)2.9.2 The LSP Systems Help Desk does not support status or trouble while the Service Order is processing through the ISC.

(H)2.9.3 Hours of Operation

The LSP Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding Qwest holidays.

(H)2.10 Compensation/Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates to be specified by the Commission at the completion of an appropriate cost docket hearing.

(H)3. Access To Telephone Numbers

- (H)3.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to the request and assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008, formerly ICCF 93-0729-010). The latest version of the Guidelines will be considered the current standard.
- (H)3.2 During the time Qwest serves as Central Office Code Administrator for a given region, Qwest will support all ELI requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.
- (H)3.3 Until the new Central Office Code Administrator assumes telecommunications numbering administration, Qwest will assign NXX codes to ELI in accordance with national guidelines at no charge.
- (H)3.4 The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission and accepted industry guidelines.
- (H)3.5 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.
- (H)3.6 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.
- (H)3.7 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner. Each company shall on an ongoing basis verify that its routing information has been updated to the most current information placed into the LERG by either party.

(H)4. Intentionally left blank for numbering consistency.

(H)5. U S WEST Dex

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

(H)6. Notice Of Changes

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

This is good faith effort on the part of the Parties and will evolve over time as required for effective Interconnection and end user service delivery.

(H)7. Referral Announcement

When an end user changes from Qwest to ELI, or from ELI to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this service consistent with its Tariff and with the Industry Numbering Committee (INC) guideline. This announcement will provide details on the new number that must be dialed to reach this end user.

(H)8. Maintenance and Repair

(H)8.1 Service Levels

(H)8.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which Qwest provides for itself and other telecommunications carriers.

(H)8.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow ELI to provide similar service quality to that provided by Qwest to its end users and other telecommunications carriers.

(H)8.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users and other telecommunications carriers.

(H)8.2 Branding

- (H)8.2.1 Should Qwest need to use various forms for communication with ELI end users (while out on premise dispatches on behalf of ELI, for example), Qwest will use unbranded forms.
- (H)8.2.2 If required by ELI, Qwest will use branded forms at ELI's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

(H)8.3 Service interruptions

- (H)8.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- (H)8.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.
- (H)8.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.
- (H)8.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

(H)8.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

(H)8.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting Co-Providers and itself.

(H)8.3.5.2 The Parties shall cooperate in isolating trouble conditions.

(H)8.4 Trouble Isolation

(H)8.4.1 According to applicable state Tariffs, Qwest will bill appropriate Trouble Isolation Charges for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in ELI's portion of the network.

(H)8.4.2 Other Trouble Isolation Charges may also be imposed by Qwest on ELI for other internal repair work incurred on behalf of ELI and later found to be in ELI network components.

(H)8.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premise wiring beyond the end user's NID) for ELI or its end users.

(H)8.6 Testing/Test Requests/Coordinated Testing/UNEs

(H)8.6.1 Qwest will make the decision to test an end user's line or circuit. The test systems used by Qwest are finite, and their capacity has been designed according to Qwest's operating standards.

(H)8.6.2 Although some types of trouble reports typically will not require a test, Qwest usually runs certain standard tests on each line on which trouble has been reported.

(H)8.6.3 Prior to any test being conducted on a line, Qwest must receive a trouble report from ELI.

(H)8.6.4 Qwest end users are not given test results. On manually-reported trouble Qwest will not provide to ELI the test results for its trouble reports. For electronically-reported trouble, ELI may see various basic test results.

(H)8.6.5 Qwest's test systems do not support testing of unbundled network elements. ELI shall isolate the trouble condition from the UNE end

user to Qwest's portion of the end user's service before ELI submits a trouble report for that end user.

(H)8.7 Workcenter Interfaces

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

(H)8.8 Misdirected Repair Calls

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

(H)8.8.2 ELI and Qwest will employ the following procedures for handling misdirected repair calls;

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

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

(H)8.8.2.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

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

(H)8.8.2.5 In responding to repair calls, neither Party shall make disparaging remarks about each other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services.

(H)8.8.2.6 Performance targets for speed of repair call answering will be the same as Qwest's performance targets for its own end users and other telecommunications carriers.

(H)8.9 Major Outages/Restoral/Notification

(H)8.9.1 Qwest will make every effort to notify ELI of Eli network affecting major network outages as soon as is possible. The definition of Major Network Outages will be consistent with the definition provided

by the FCC. With the minor exception of certain proprietary information, Qwest will utilize phone calls and electronic mail to ELI's Network Operations Center to ensure that ELI is notified of the network outage. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

(H)8.9.2 Qwest will meet with associated personnel from ELI to share contact information and review Qwest's outage restoral processes and notification processes.

(H)8.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

(H)8.10 Protective Maintenance

(H)8.10.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.

(H)8.10.2 Qwest will work cooperatively with ELI to develop industry-wide processes to provide as much notice as possible to ELI of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

(H)8.11 Hours of Coverage

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

(H)8.12 Escalations

(H)8.12.1 Qwest will provide trouble escalation procedures to ELI. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

(H)8.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

(H)8.13 Dispatch

(H)8.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users and other telecommunications carriers.

(H)8.13.2 Upon the receipt of a trouble report from ELI, Qwest will do all that is reasonable and practical, according to internal and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's

decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should ELI require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to ELI for those dispatch-related costs.

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

(H)8.13.4 Qwest expects that ELI will have performed appropriate trouble isolation and screening prior to handing the trouble report off to Qwest.

(H)8.14 Electronic Reporting

(H)8.14.1 Qwest will accept repair reports from ELI through a mechanized system (IMA) or through calls placed to Qwest's repair center.

(H)8.14.2 Qwest will work cooperatively with ELI to develop repair reporting via electronic bonding (other than IMA), based on national standards.

(H)8.15 Intervals/Parity

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

(H)8.16 Jeopardy Management

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

(H)8.17 Trouble Screening

(H)8.17.1 ELI will make reasonable efforts to screen and test its end user trouble reports to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

(H)8.17.2 Qwest will cooperate with ELI to show ELI how Qwest screens trouble conditions in its own centers, so that ELI will employ similar techniques in its centers.

(H)8.18 Maintenance Standards

(H)8.18.1 Qwest will cooperate with ELI to meet the maintenance standards outlined in this Agreement.

(H)8.18.2 On manually-reported trouble, Qwest will inform ELI of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

(H)8.19 End User Interfaces

(H)8.19.1 ELI will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

(H)8.19.2 All Qwest employees who perform repair service for ELI end users will be trained in non-discriminatory behavior.

(H)8.20 Repair Call Handling

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

(H)8.21 Single Point of Contact

(H)8.21.1 Qwest will provide a single point of contact for ELI to report maintenance issues and trouble reports via electronic interfaces seven days a week, twenty-four hours a day.

(H)8.21.2 For manually-reported trouble reports, a single 7X24 trouble reporting telephone number will be provided to ELI for each category of trouble situation being encountered.

(H)8.22 Network Information

(H)8.22.1 Qwest maintains an information database, available to ELI for the purpose of allowing ELI to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices. The Parties will cooperate to resolve any inaccuracies contained in the databases.

(H)8.22.2 This database is known as the ICONN database, available to ELI via Qwest's Web site.

(H)8.22.3 CPNI information and NXX activity reports are also included in this database.

(H)8.22.4 ICONN is updated every two weeks.

(H)8.23 Maintenance Windows

- (H)8.23.1 Generally, Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".
- (H)8.23.2 This work usually takes place in the early morning hours and/or on weekends.
- (H)8.23.3 Generally, the maintenance window is between 10:00 PM through 6:00 AM Monday through Friday and Saturday 10:00 PM through Monday 6:00 AM, Mountain Time.
- (H)8.23.4 Although Qwest normally does major switch maintenance at these times, there will be occasions where this will not be possible.
- (H)8.23.5 Planned generic upgrades to Qwest switches are included in the ICONN database, available to ELI via Qwest's Web site. It is here that ELI can find the information needed to plan for its own network requirements.

(H)9. Bona Fide Request Process

- (H)9.1 Any request for Interconnection, Collocation, or access to Unbundled Network Elements that is not already available as described herein shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, Collocation, or access to UNEs, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.
- (H)9.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. ELI and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Part I of this Agreement. The form will request, and ELI will need to provide, at a minimum: (a) a technical description of each requested Network Element or new/different points of Interconnection, Collocation; (b) the desired interface specification; (c) each requested type of Interconnection, Collocation, or access; (d) a statement that the Interconnection, Collocation, or Network Element will be used to provide a Telecommunications Service; (e) the quantity requested; (f) the specific location requested; (g) if the requested unbundled Network Element is a proprietary element as specified in Section 251(d)(2) of the Act, ELI must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of ELI to provide the services that it seeks to offer, and that ELI's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, ELI must submit documentation that demonstrates that denial of access to such unbundled non-proprietary Network Element would decrease the quality or increase the cost of the service sought to be offered by ELI.

- (H)9.3 Within ten (10) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise ELI of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise ELI of the need for any additional information required to complete the analysis of the BFR.
- (H)9.4 Within twenty-two (22) business days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to ELI a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an unbundled Network Element complies with the unbundling requirements set forth above.
- (H)9.4.1 If Qwest determines during the twenty-two (22) business days period that a BFR does not qualify as a Network Element or Interconnection that is required to be provided under the Act, Qwest shall advise ELI as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than ten business days after making such a determination, provide a written report setting forth the basis for its conclusion.
- (H)9.4.2 If Qwest determines during the twenty-two (22) business days period that the BFR qualifies under the Act, it shall notify ELI in writing of such determination within ten (10) business days.
- (H)9.4.3 As soon as feasible, but in any case within sixty (60) calendar days after Qwest notifies ELI that the BFR qualifies under the Act, Qwest shall provide to ELI a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection and Network Element, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection or the Network Elements and any minimum volume and term commitments required.
- (H)9.5 If Qwest has indicated minimum volume and term commitments, then within thirty (30) business days of its receipt of the BFR quote, ELI must either agree to purchase under those commitments, cancel its BFR, or seek mediation or arbitration.
- (H)9.6 If ELI has agreed to minimum volume and term commitments under the preceding paragraph, ELI may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation ELI will pay Qwest's reasonable development costs incurred in providing the Interconnection or Network Element, to the extent that those development costs are not otherwise amortized.
- (H)9.7 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination, or quoted price or cost, it may seek arbitration pursuant to the Dispute Resolution provision of this Agreement.

(H)10. Audit Process

(H)10.1 "Audit" shall mean the comprehensive review of:

(H)10.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

(H)10.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to UNEs.

(H)10.2 The data referred to above shall be relevant to any performance standards that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

(H)10.2.1 Either Party may request to perform an Audit.

(H)10.2.2 The Audit shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

(H)10.2.3 The Audit shall occur during normal business hours.

(H)10.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

(H)10.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

(H)10.2.6 The location of the Audit shall be the location where the requested records, books and documents are retained in the normal course of business.

(H)10.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

(H)10.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

(H)10.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit.

- (H)10.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.
- (H)10.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.
- (H)10.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, ELI and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

(H)11. Local Interconnection Data Exchange for Billing

- (H)11.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.
- (H)11.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.
- (H)11.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.
- (H)11.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's

network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities can be used to transport the call records for this traffic.

- (H)11.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

(H)12. Construction Charges

- (H)12.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to UNEs to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to UNEs specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to UNEs as described in the applicable Part of this Agreement.
- (H)12.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of end users and without discrimination among the various carriers.
- (H)12.3 A quote, including an itemized statement, for ELI's portion of a specific job will be provided to ELI. The quote will be in writing and will be binding for ninety (90) business days after the issue date. ELI may elect to dispute the quote pursuant to the Dispute Resolution provisions of this Agreement. If accepted, ELI will be billed the final quoted price and construction will commence after receipt of payment. If ELI chooses not to have Qwest construct the facilities, Qwest reserves the right to bill ELI for the expense incurred for producing the engineered job design.
- (H)12.4 In the event a construction charge is applicable, ELI's service application date will become the date upon which Qwest receives the required payment.

(H)13. Service Performance

(H)13.1 General Provisions

- (H)13.1.1 Qwest is currently developing performance measures in a process created by the Regional Oversight Committee (ROC). Qwest will amend this Agreement when the ROC process is complete to incorporate all aspects of the ROC decision regarding

performance standards and measures. Qwest will also amend this Agreement to incorporate any Commission decision adopting any service quality measures, standards, incentives and penalties.

(H)13.2 Interim Performance Measurements and Incentives

(H)13.2.1 Effective upon closing of the merger, Qwest will implement a self-executing service performance program included in paragraphs (H)13.2.1.1 through (H)13.2.1.3 below that will be available to ELI so long as ELI purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region and based upon and subject to each and all of the following terms and conditions identified in paragraphs (H)13.2.1.1 through (H)13.2.1.3 below:

(H)13.2.1.1 Qwest will provide monthly reports to ELI on its performance during the previous month. Service performance credits will be self-executing, and all credits will be posted on the bill in the following month based on the schedules listed below. The program described in this Section will take effect upon approval of and closing of the merger.

(H)13.2.1.2 This standard set forth in this section will be assessed based on Qwest's overall performance in provisioning, on the original due date as specified in the U S WEST Resale and Interconnection Service Interval Guide ("SIG"), all services in this Agreement, on state-by-state average basis for unbundled loops in which ELI has placed at least fifty (50) orders electronically for unbundled loops during the reported quarter. The following performance measurements and the accompanying credits identified in the matrices below are subject to the force majeure limitations in the SIG and this Agreement. In addition, the following performance measurements and credits will only apply if (a) the orders have been forecasted annually and updated quarterly in the manner requested by Qwest; (b) filling the orders does not require Qwest to build facilities; or (c) the other conditions identified in the SIG and/or this Agreement have been met. In the case of unbundled loops, loop orders must be forecasted at the distribution area level at least sixty (60) days in advance.

Range (% installed within standard interval for the interconnection services)	Payment amount per quarter: Following closing of the merger until January 1, 2001	Range (% installed within standard interval for the interconnection services)	Payment amount per quarter: January 1, 2001 to December 31, 2001, assuming closure of merger
82.5% to 100%	No payment applies	85% to 100%	No payment applies
70% to 82.4%	\$1,000	72% to 84.9%	\$1,200
60% to 69.9%	\$2,000	62% to 71.9%	\$2,400
<60%	\$3,000	<62%	\$3,600

(H)13.2.1.3 Subject to the requirements and limitations contained in paragraph (H)13.2.1.2, if Qwest's performance for provisioning unbundled loops drops below 60% for one quarter in any one state in which ELI has placed at least 50 orders that quarter in that state and purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region, Qwest and ELI will jointly review the root cause of such performance in that state and identify processes to improve performance in that state. If Qwest's performance remains below 60% for two consecutive quarters in any one state in which ELI has placed at least 50 orders in each quarter in that state for two consecutive quarters and purchases at least 5000 unbundled digital capable loops annually from Qwest across Qwest's 14-state region, Qwest will credit ELI \$25,000 for that state's performance.

(H)13.2.1.4 ELI may elect to replace the standards identified in paragraphs (H)13.2.1.1 through (H)13.2.1.3 above with carrier-to-carrier wholesale standards that are adopted or approved by the applicable PUC, or are negotiated between Qwest and ELI. In no event shall Qwest be obligated to perform and provide credits under paragraphs (H)13.2.1.1 through (H)13.2.1.3 above and standards implemented by the applicable PUC.

(H)13.2.1.5 The Parties recognize that all providers share the responsibility for improving the functionality of the network with respect to circuit failures. Qwest and ELI will work together to improve new installation performance. The Parties will meet at least once within thirty (30) days following the execution of this Agreement to implement the program described in this paragraph (H)13.2.1.5. Specifically, the Parties will work cooperatively to develop an analysis of the root-cause of new installation troubles, specifically

investigating customer premises equipment (CPE) functionality, customer premises problems other than CPE, electronics, and other issues that either of the Parties believes to be a potential cause of new installation troubles, including circuit failures. Upon the later to occur of (a) the completion of that analysis, or (b) the closing of the merger, the Parties will work jointly and in good faith to develop a service program, with customer-specific remedies, using the results of the analysis to reduce or eliminate new installation troubles, including circuit failures.

- (H)13.2.1.6 Effective with the execution of this Agreement, Qwest will begin providing ELI access via the warm transfer process to the person who will handle its customer escalations. Qwest will work cooperatively with ELI to develop other improved escalation procedures, including escalation procedures for customers designated by ELI or customers in limited geographies. In addition, for a limited number of customers identified by ELI, Qwest will also provide expanded and expedited escalation processes.

(H)14. Network Standards

- (H)14.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.
- (H)14.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.
- (H)14.3 Generally accepted and developed industry standards which the Parties generally agree to support include, but are not limited to:
- (H)14.3.1 Switching
GR-954-CORE LIDB
GR-2863-CORE AIN
GR-1428-CORE Toll Free Service
GR-1432-CORE TCAP

GR-905-CORE ISUP
GR-1357-CORE Switched Fractional DS1
GR-1298-CORE AIN Switching System Generic Requirements
GR-1299-CORE AIN Service Control Point Adjunct Interface
Generic Requirements
TR-NWT-001284 AIN 0.1 Switching System Generic
Requirements
GR-905-CORE Common Channel Signaling Network Interface
Specification
GR-1432-CORE CCS Network Interface Specification Bellcore
TR-TSY-000540, Issue 2R2
GR-305-CORE
GR-1429-CORE
GR-2863-CORE
FR-64 LATA LSSGR
GR-334-CORE Switched Access Service
TR-NWT-000335 Voice Grade Special Access Services
TR-TSY-000529 Public LSSGR
TR-NWT-000505 LSSGR Call Processing
FR-NWT-000271 OSSGR
TR-NWT-001156 OSSGR Subsystem
SR-TSY-001171 System Reliability Analysis

(H)14.3.2 Transport

Bellcore FR-440
TR-NWT-000499 (TSGR) Transport Systems Generic
Requirements
GR-820-CORE Generic Transmission Surveillance; DS1 and DS3
Performance
GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission
Engineering Handbooks Volumes 1 & 2

(H)14.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier
Systems Issue 2
TR-NWT-000393 Generic Requirements for ISDN Basic Access
Digital Subscriber Lines
GR-253-CORE SONET Common Generic Criteria
TR-NWT-000303 Integrated Digital Loop Carrier System Generic
Requirements
TR-TSY-000673 Operations Interface for an IDLC System
GR-303-CORE Issue 1 Integrated Digital Loop Carrier System
Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access
Digital Subscriber Lines
TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop
Carrier System and a Local Digital Switch
TR-NWT-008 and 303
TA-TSY-000120 Subscriber Premises or Network Ground Wire
GR-49-CORE Generic Requirements for Outdoor Telephone
Network Interface Requirements
TR-NWT-000239 Indoor Telephone Network Interfaces
TR-NWT-000937 Generic Requirements for Outdoor and Indoor
Building Entrance
TR-NWT-000133 Generic Requirements for Network Inside Wiring

- (H)14.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection network elements, Qwest has developed its own standards for some network elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

- (H)14.5 Qwest Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for Qwest Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1905

PART J - SIGNATURE

Entire Agreement

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

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

Electric Lightwave, Inc.

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director – Business Policy

Title

Date

Date