

Notice Content

I. ICA Provisions Which Include Language Re: Some Type Of Notice

5.1 General Provisions

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party, in a manner consistent with industry practices, may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstated as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to CLEC and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit at testing that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

Section 11.0 - NETWORK SECURITY

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of

access for that individual and may constitute a violation of the access rules, subjecting CLEC employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) Days of a CLEC violation of this provision to CLEC prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. CLEC will have five (5) Days to remedy any such violation for which it has received notice from Qwest. In the event that CLEC fails to remedy any such violation of which it has received notice within such five (5) Days following receipt of such notice, CLEC shall be denied unescorted access to the affected Premises. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.23 Qwest employees may request CLEC's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to Personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied.... In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area, or without proper identification may be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges.

Qwest shall provide immediate notice of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. CLEC will have five (5) Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited or other Dispute Resolution