

10.8.2.27 For purposes of permitting CLEC to determine whether Qwest has ownership or control over duct/conduit or ROW within a specific multi-dwelling unit tenant environment (MTE), the terms of this section will apply. ~~if~~ CLEC requests a copy of an agreement between Qwest and the owner of a specific ~~MTE multi-dwelling unit~~ that grants Qwest access to ~~the multi-dwelling unit~~, Qwest will provide the agreement to CLEC ~~pursuant to the terms of this Section.~~ To initiate the process, CLEC will submit a completed Attachment 1.A from Exhibit D that identifies a specific ~~multi-MTE unit dwelling~~ or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an ~~MTE~~ MDU information matrix, within ten (10) days, ~~which it~~ will identify (a) the owner of the duct, conduit, or ROW associated with the multi-dwelling unit MTE as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the duct, conduit, or ROW associated with the multi-dwelling unit MTE ~~in its possession.~~ Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 ~~Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement subject to the terms and conditions in Section 10.8.2.27.3. If the agreement contains any type of confidentiality provision or any type of restriction on disclosure of information, Qwest will provide to CLEC a copy of an agreement listed in the MDU information matrix that has not been publicly recorded provided that CLEC agrees to utilize such confidential information only for the limited purpose of allowing CLEC to determine whether Qwest has control or ownership over a duct/conduit or ROW.~~ Reserved for Future Use

10.8.2.27.3 ~~In an agreement that provides Qwest access to a multi-dwelling unit that Qwest provides to CLEC or that CLEC obtains from the multi-dwelling unit owner or operator~~ For purposes of this SGAT, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC ~~and shall require that the multi-dwelling unit owner or operator make similar redactions prior to disclosure of the agreement.~~

10.8.2.27.4 In all instances, CLEC will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement; (b) to determine the ownership of wire within the property described in the agreement; or (c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the property described in the agreement. CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.