

EXHIBIT 1

Qwest Transfer Authorization Agreement

THIS TRANSFER AUTHORIZATION AGREEMENT (this "Agreement") is made and entered into as of _____, 2002 by and between _____, a _____ corporation ("Vacating CLEC"), and _____, a _____ corporation ("Assuming CLEC") (each referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties each have Interconnection Agreements with Qwest Corporation ("Qwest") under which they individually purchase certain services from Qwest used to provide local exchange telecommunication services to their respective customers; and

WHEREAS, Vacating CLEC desires to transfer to Assuming CLEC, and Assuming CLEC desires to assume from Vacating CLEC operating and financial responsibility on a prospective basis.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Qwest Transferred Services.** Assuming CLEC shall assume from Vacating CLEC all operating and financial responsibility on a prospective basis for the collocation services, associated working circuits and/or related network elements currently provided by Qwest to Vacating CLEC under the terms of the Interconnection Agreement for _____ [Fill in Vacating CLEC Name] state of _____ with Interconnection Agreement Number _____ ("Vacating Interconnection Agreement") _____ identified in Attachment A attached hereto (the "Qwest Transferred Services"). Once the transfer to Assuming CLEC is complete, the Qwest Transferred Services shall be provided pursuant to the terms and conditions of Assuming CLEC Interconnection Agreement.
- 2. Application.** The Parties shall submit to Qwest, attached to a fully executed copy of this Agreement, fully completed application forms as reasonably required by Assuming CLEC's Interconnection Agreement with Qwest to process the Transfer of Responsibility (as defined below) for the Qwest Transferred Services contemplated hereunder.
- 3. Authorization for Qwest Services Transfer.** Vacating CLEC and Assuming CLEC each have terms and conditions for transfer of responsibility in their respective Interconnection Agreements with Qwest. However in the absence of those terms and conditions an applicable court order may govern. The Parties hereby authorize Qwest to perform any and all work reasonably required to effectuate the transfer of responsibility for the Qwest Transferred Services from Vacating CLEC to Assuming CLEC contemplated hereunder, provided that such work is contemplated by a quote provided by Qwest and accepted by the Vacating CLEC or Assuming CLEC for related charges (the "Transfer of Responsibility").
- 4. Further Agreements.** The Parties shall enter into such further agreements as are reasonably required by Qwest or the Parties to effectuate the Transfer of Responsibility, including but not limited to potential amendments to each Party's interconnection agreement with Qwest. The Parties have reviewed and agree to sign, upon completion of the Transfer of Responsibility, a Qwest Services Transfer Agreement. The actual transfer of operational and financial responsibility for the Qwest Transferred Services shall not become effective until: (i) such

Services Transfer Agreement is fully executed by both Parties and Qwest, (ii) Qwest receives payment in full for the Transfer of Responsibility as provided in Section 6 below, and (iii) the Transferred Services are available for use by Transferee.

5. **Fees for Transfer of Collocation Services.** Upon signing this Agreement, Assuming CLEC shall pay Qwest an Assessment Fee in the amount of _____ Dollars (US\$_____) and a Network Systems Administrative Fee in the amount of _____ Dollars (US\$_____). These fees are for transfer of the collocation services only. Additional fees associated with working circuits and/or related network elements may apply. Any such additional fees will be provided for in the Parties' applicable Interconnection Agreements or amendments thereto.
6. **Other Fees and Amounts Owning.** As a condition precedent to the effectiveness of the Transfer of Responsibility, Vacating CLEC shall pay to Qwest all amounts due and owing to Qwest (except for amounts formally disputed) for the Qwest Transferred Services up through the effective date of the actual transfer (as set forth in the Services Transfer Agreement). Such amounts shall not be the responsibility of Assuming CLEC unless Assuming CLEC expressly assumes liability for them in writing. Assuming CLEC shall be liable only for charges and fees incurred after the effective date of the transfer.
7. **Refunds and Extension of Credit.** Notwithstanding any provision of this Agreement, the Parties understand that payment of any refund or extension of any credit or other rights required by law in connection with the Qwest Transferred Services will be made by Qwest in the manner and to the person required by applicable rule or tariff, or the order of applicable regulatory authority.
8. **Third-Party Beneficiary.** Qwest is an intended third-party beneficiary of this Agreement and is entitled to rely upon and enforce the Parties' obligations and covenants hereunder.
9. **Counterparts and Facsimile Execution.** This Qwest Transfer Authorization Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Agreement may be executed by facsimile, which each such facsimile execution shall be deemed an original.
10. **Binding Effect; Assignment.** This Qwest Transfer Authorization Agreement will be binding upon and inure to the benefit of all of the Parties and their successors and assigns; provided, however, that neither Vacating CLEC nor Assuming CLEC may assign, by operation of law or otherwise its interest under this Agreement without the prior written consent of the other Party.
11. **Governing Law.** This Qwest Transfer Authorization Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of law rules.
12. **Severability.** If one or more of the provisions of this Qwest Transfer Authorization Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and any application thereof will in no way be affected or impaired, provided the original intent of this Qwest Transfer Authorization Agreement and the material obligations of the Parties remain unchanged.

13. **Attorney Fees.** If any suit or action arising out of or relating to this Qwest Transfer Authorization Agreement is brought by any Party hereto, the prevailing Party or Parties shall be entitled to recover the costs and fees (including without limitation reasonable attorneys' fees) incurred by such Party or Parties in such suit or action, including without limitation any administrative, post-trial or appellate proceeding.
14. **Dispute resolution.** The dispute resolution provisions of the Parties' applicable Interconnection Agreements, as amended, shall apply to and govern any dispute under this Qwest Transfer Authorization Agreement.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Qwest Transfer Authorization Agreement effective as of the date first set forth above.

(Vacating CLEC)

(Assuming CLEC)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

QWEST TRANSFERRED SERVICES