

**EXHIBIT 2**

**QWEST SERVICES TRANSFER AGREEMENT**

**THIS SERVICES TRANSFER AGREEMENT** (this "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between Qwest Corporation, a \_\_\_\_\_ corporation ("Qwest"), \_\_\_\_\_, a \_\_\_\_\_ corporation ("Vacating CLEC") (ACNA \_\_\_\_\_), and \_\_\_\_\_, a \_\_\_\_\_ corporation ("Assuming CLEC") (ACNA \_\_\_\_\_) (collectively, the "Parties").

**WHEREAS**, Qwest, an incumbent local exchange provider, and Vacating CLEC, a competitive local exchange provider, are Parties to a certain Interconnection Agreement(s) (the "Vacating CLEC Interconnection Agreement(s)"), executed pursuant to Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act"); and

**WHEREAS**, Qwest and Assuming CLEC, a competitive local exchange provider, are Parties to a certain Interconnection Agreement(s) (the "Assuming CLEC Interconnection Agreement(s)"), executed pursuant to Sections 251 and 252 of the Act; and

**WHEREAS**, Vacating CLEC has agreed to transfer and assign to Assuming CLEC and Assuming CLEC has agreed to assume from Vacating CLEC the Qwest Transferred Services (as defined below); and

**WHEREAS**, Vacating CLEC and Assuming CLEC entered into that certain Qwest Transfer Authorization Agreement dated as of \_\_\_\_\_, pursuant to which Vacating CLEC and Assuming CLEC authorized Qwest to effectuate the transfer of the Qwest Transferred Services; and

**WHEREAS**, the Qwest Transfer Authorization Agreement contemplates that the Parties will enter into this Agreement upon completion of the transfer of the Qwest Transferred Services; and

**WHEREAS**, the transfer of the Qwest Transferred Services is now complete; and

**WHEREAS**, Vacating CLEC desires to transfer and assign to Assuming CLEC, Assuming CLEC desires to assume on a prospective basis all responsibility for, and Qwest desires to consent to the transfer and assumption of the Qwest Transferred Services;

**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. Subject to the terms of Qwest's applicable tariffs and the Parties Interconnection Agreements, Vacating CLEC hereby assigns and transfers to Assuming CLEC and Assuming CLEC hereby assumes on a prospective basis only the Qwest services in the name of Vacating CLEC, specifically identified in Exhibit A attached hereto and incorporated herein by reference, including the associated Billing Account Number(s), CLLI codes, and other necessary identifying account information specifically identified in Exhibit A (collectively, the "Qwest Transferred Services"). Vacating CLEC hereby relinquishes all claims to the Transferred Services, including without limitation all rights and privileges concerning refunds, credits and other related billing matters that may accrue, or that may have accrued but have not yet been provided to Assuming CLEC. Assuming CLEC's assumption of the Qwest Transferred Services relates only to obligations incurred by Assuming CLEC after the effective date of the transfer. For purposes of the Qwest Services Transfer Agreement, Qwest tariffs are considered "applicable" only to the Qwest Transferred Services that were ordered from such tariffs.

2. Notwithstanding any provision of the Qwest Services Transfer Agreement, payment of any refund or extension of any credit or other rights called for by the applicable Interconnection Agreement or as otherwise 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 tariff, or the order of applicable regulatory authority.
3. Assuming CLEC hereby assumes the unexpired portion of the minimum period and the minimum termination liability applicable to the Qwest Transferred Services, if any.
4. Any further transfer of the Qwest Transferred Services will be in accordance with the requirements of this Qwest Services Transfer Agreement, the Assuming CLEC Interconnection Agreement(s) and applicable Qwest tariffs. Immediately following the effective date of the transfer contemplated hereunder, the provisioning and all other aspects of the Qwest Transferred Services shall be governed by the Assuming CLEC Interconnection Agreement(s).
5. Qwest hereby consents to the transfer in accordance with the terms of this Qwest Services Transfer Agreement, the Vacating CLEC Interconnection Agreement(s), the Assuming CLEC Interconnection Agreement(s) and Qwest's applicable tariffs. The transfer will be effective as of 11:59 p.m. on the date of this Qwest Services Transfer Agreement.
6. The transfer hereunder shall be governed by applicable tariffs, and the terms and conditions of the applicable Vacating CLEC Interconnection Agreement(s) and Assuming CLEC Interconnection Agreement(s), as applicable, including without limitation the limitations of liabilities included therein.
7. This Qwest Services Transfer Agreement will be binding upon and inure to the benefit of all of the Parties and their successors and assigns; provided, however, that Vacating CLEC, Assuming CLEC and Qwest may not assign, by operation of law or otherwise its interest under this Agreement without the prior written consent of the other two Parties.
8. This Qwest Services Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of law rules.
9. If one or more of the provisions of this Qwest Services Transfer 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 the Agreement and the material obligations of the Parties remain unchanged.
10. If any suit or action arising out of or relating to this Qwest Services Transfer 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.
11. The dispute resolution provisions of the applicable Vacating CLEC Interconnection Agreement(s) and/or Assuming CLEC Interconnection Agreement(s) shall apply to and govern any dispute under this Qwest Services Transfer Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Qwest Services Transfer Agreement as of the date first above written.

\_\_\_\_\_

(Vacating CLEC)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

(Assuming CLEC)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Qwest Corporation**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_