SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

~~9.1.1 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 the results of arbitrated decisions by the Commission which are currently being challenged by U S WEST or CLEC. 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. 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. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. U S WEST is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by U S WEST concerning the interpretation or effect of the Existing Rules or an admission by U S WEST that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop U S WEST or CLEC 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 this Agreement and all contracts adopting all or part of this Agreement 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 from the effective date of the modification or change of the Existing Rules, 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 proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section 9.1.1 shall be considered part of the rates, terms, and conditions of the unbundled network element arrangement contained in this Agreement, and this Section 9.1.1 shall be considered legitimately related to the purchase of each unbundled network element arrangement contained in this Agreement.~~

9.1.1 Changes in law, regulations or other "Existing Rules" relating to unbundled network elements ("UNEs"), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2 of this Agreement.

~~9.1.2 U S WEST~~9.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. ~~U S WEST shall provide to CLEC on a non-discriminatory basis unbundled network elements of substantially the same quality as the network~~The quality of an unbundled network element Qwest provides, as well as the access provided to that element, will be equal between all CLECs ~~facilities that U S WEST uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.~~requesting access to that element; and, where technically feasible, the

access and unbundled network element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an unbundled network element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as shared transport).

9.1.3 CLEC shall not use unbundled network elements or the Aancillary Sservices listed in Section 10 as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users customers in association with local exchange services or except to the extent that such elements meet the significant amount of Local Exchange Traffic requirement set forth in Section 9.23.3.7.2.

9.4.1
9.1.4 U S WEST9.1.4 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 CLEC. The ITP provides the connection between the unbundled network element or interconnection service and the ICDF or demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge for the ITP as contained in Exhibit A. The ITP may be ordered per termination. The demarcation point shall be:

(a) at CLEC-provided cross-connection equipment located inthe CLEC's Virtual or Physical Collocation Space; or

(b) if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

(c) c) if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

(d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

d)(e) at another demarcation point mutually-agreed to by the parties.Parties.

9.1.5 CLEC9.1.5 CLEC may connect UNEs in any technically feasible manner. U S WESTQwest will provide CLEC with the same features, functions and capabilities of a particular element that U S WESTQwest provides to itself. U S WESTQwest will not restrict the types of telecommunications servicesthe CLEC may offer through unbundled elements, nor will it restrict the CLEC from combining elements with any technically compatible equipmentthe CLEC owns. U S WESTQwest will providethe CLEC with all of the functionalities of a particular element, so that CLEC can provide any telecommunications services that can be offered by means of the

element. ~~U S WEST~~Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Service.

~~9.1.6 Except~~9.1.6 Except as set forth in ~~Section 9.23, U S WEST~~the UNE Combinations Section, Qwest provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations.

CLEC will have access to UNEs at the Collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by CLEC, Qwest will confirm functionality or other operating parameters testing of the UNE consistent with the rates and charges for such testing as identified in Exhibit A. Qwest will test individual elements at the reasonable request of the CLEC when Qwest's maintenance and repair activities require it. Such testing will be consistent with testing appropriate to the individual UNE being tested and subject to the Operational Support Systems Section of this Agreement.

9.1.7 ~~9.1.7 Installation intervals for unbundled loops are contained in Section 9.2.4.5 through 9.2.4.8.~~ Installation intervals for ~~other UNEs are provided herein or in the Interconnect and Resale Resource Guide.~~ unbundled network elements are contained in Exhibit C.

~~9.1.8 Maintenance~~9.1.8 Maintenance and repair is described ~~in Section 12 of this Agreement.~~herein. The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, which is located on the ~~U S WEST~~Qwest Web site.

~~9.1.9 In~~9.1.9 In order to maintain and modernize the network properly, ~~U S WEST~~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. ~~U S WEST~~Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules.

In order to maintain and modernize the network properly, 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. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide advance notice of changes that affect network interoperability pursuant to applicable FCC rules. Changes that affect network interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an internet web site.

~~9.1.10 Channel~~9.1.10 Channel Regeneration Charge. This charge is required when the distance from the ~~U S WEST~~Qwest network to the leased physical space (for

Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.

~~9.1.11 Exhibit~~9.1.11 Exhibit A of this Agreement contains the rates for unbundled network elements.

~~9.1.12 Miscellaneous~~9.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates are contained in Exhibit A.

9.2 Unbundled Loops

9.2.1 Description

~~U S WEST~~Qwest offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office distribution frame (or equivalent) up to, and including, ~~U S WEST's~~Qwest's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, IDSL, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).

9.2.2 Terms and Conditions

9.2.2.1 ~~U S WEST~~Qwest shall provide to CLEC on a non-discriminatory basis Unbundled Loops of substantially the same quality as the Loop that ~~U S WEST~~Qwest uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.

9.2.2.2 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, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. If ~~U S WEST~~Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, ~~U S WEST~~Qwest will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.

9.2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, IDSL, DS1 or DS3 capable and ADSL. 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. ~~U S WEST~~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~~the~~ CLEC, if necessary, as determined by ~~U S WEST.~~Qwest.

9.2.2.3.1 Qwest shall provide other unbundled fiber and high capacity loops, to CLEC where facilities are available and existing on an ICB basis. Such loops will be provided on a fiber optic transmission technology. Qwest will determine the specific transmission technology by which the unbundled loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.

9.2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, ~~U S WEST~~Qwest will contact CLEC to determine if CLEC wishes to have ~~U S WEST~~Qwest unload a Loop. If the response is affirmative, ~~U S WEST~~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 CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a ~~U S WEST~~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 ~~U S WEST~~Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, ~~U S WEST~~Qwest will make alternate arrangements~~to permit CLEC to order a contiguous Unbundled Loop.~~

~~9.2.2.5 When CLEC requests a Basic Rate ISDN capable Loop, U S WEST 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). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Agreement. IfU S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements, which could include Line and Station Transfers (LST),~~ to permit CLEC to order a contiguous Unbundled Loop.

~~9.2.2.6~~9.2.2.5 When CLEC requests an IDSL Loop or 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 Central Office Terminal ("COT") and Remote Terminal ("RT") in order to make the Loop either IDSL or ISDN Capable. The ISDN Capable and the IDSL Loop may also require conditioning (*e.g.,* removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in

addition to the Unbundled Loop recurring charge as specified in Exhibit A 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 CLEC to order a contiguous Unbundled Loop.

a9.2.2.6 For DS1 or DS3 Capable Loop, U S WESTQwest will provide access to the existing electronics at both ends including any intermediate repeaters.

9.2.2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

9.2.2.6.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 U S WESTQwest is not obligated to provision BRI-ISDN, DS1,IDSL, DS1 or DS3 capable or ADSL 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 U S WESTQwest facilities, U S WESTQwest may control the use of certain cables for spectrum management considerations.

9.2.2.8 Whena CLEC requests an ADSL Qualified Loop, U S WESTQwest will pre-qualify the requested circuit by utilizing the existing telephone number or address to determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.9 CLEC 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 Exhibit A of this Agreement.

9.2.2.9.1 Basic Installation Option for Existing Service.

The Basic Installation option may be ordered for existing (reuse) service only. For an existing U S WESTQwest or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing.

~~U S WEST~~Qwest disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. ~~U S WEST~~Qwest will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Agreement.

9.2.2.9.2 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, ~~U S WEST~~Qwest will complete the circuit wiring per the WORD document and/or the service order. ~~U S WEST~~Qwest will perform the required performance tests to ensure the new circuit meets ~~the~~basic required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by ~~U S WEST.~~Qwest. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Agreement.

9.2.2.9.3 Coordinated Installation with Cooperative Testing Option.

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing ~~U S WEST~~Qwest or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC 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, CLEC will provide such information to ~~U S WEST~~Qwest at least 48 hours prior to the desired appointment time. At the appointment time, ~~U S WEST~~Qwest will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. ~~U S WEST~~Qwest will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A 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 (long loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)
  - 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 (longer loops, i.e., loops with higher loss, exist in some areas and are proper for that long route design area)
  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 = ≤ ~~40 dB at 40 kHz~~ 42 dB at 40 kHz
  ~~Automatic Number Identification (ANI) when dial-tone is present~~Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists.

- **IDSL Loops**

  No Load Coils, Opens, Grounds, Shorts or Foreign Volts.
  Insertion Loss = < 42 dB at 40 kHz
  Errored Second and Severely Errored Second Testing per Technical Publication 77384, where test capability exists

- **DS1 Capable Loops**

  ~~No Load Coils, Opens, Grounds, Shorts, or Foreign Volts DC Continuity~~Access, Errored Second and Severely Errored Second Testing

- **DS3 Capable Loops**

  ~~Continuity Testing~~Access, Errored Second and Severely Errored Second Testing per ANSI Standard T1.510

- **ADSL Qualified Loops**

  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts. ~~DC Continuity~~Noise
  Insertion Loss = ≤ 41 dB at 196 kHz
  ~~Automatic Number Identification (ANI) when dial-tone is present~~

9.2.2.9.4 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

~~U S WEST~~Qwest or other CLEC end user changing to CLEC, this option remains a procedure in which ~~U S WEST~~Qwest disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, ~~U S WEST~~Qwest will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to ~~U S WEST~~Qwest at least 48 hours prior to the desired appointment time. At the appointment time, ~~U S WEST~~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, ~~U S WEST~~Qwest will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Agreement.

9.2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UNE – UDIT Section~~9.4~~ of this Agreement.

9.2.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. ~~U S WEST's~~Qwest's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. ~~U S WEST~~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 CLEC's end user and ~~U S WEST's~~Qwest's end office and may vary due to characteristics inherent in the physical network. ~~U S WEST,~~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.

9.2.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, ~~U S WEST~~Qwest will honor the direction of the end user.

(a) If the end user directs ~~U S WEST~~Qwest to disregard~~the~~ CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section~~5.3.2~~ will also be billed to CLEC.

(b) If the end user directs ~~U S WEST~~Qwest to disregard~~the~~ CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with~~the~~ CLEC's order, the end user's service will be reconnected to the original local service provider.

9.2.2.13 Facilities and lines furnished by ~~U S WEST~~Qwest on the premises of CLEC's end user up to and including the NID or equivalent are the property of ~~U S WEST. U S WEST~~Qwest. Qwest must have access to all such facilities for network management purposes. ~~U S WEST's~~Qwest's employees and agents may enter said ~~premises~~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.

9.2.2.14 Unbundled Loops include the facilities between the ~~U S WEST~~Qwest distribution frame up to and including ~~U S WEST's~~Qwest's NID located at CLEC's end user premises.

9.2.2.15 When requested by ~~U S WEST, a~~Qwest, CLEC must submit a disconnect order to ~~U S WEST~~Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by ~~U S WEST~~Qwest or another CLEC to provide service to that end-user location.

9.2.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Agreement.

9.2.3.1 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 U S WEST~~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.

9.2.3.2 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 U S WEST~~Premises to a Qwest CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-~~pre-~~order loop make-up,~~the~~ CLEC 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 CLEC, it is CLEC'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.

9.2.3.3 Digital Capable Loops - Basic rate ISDN, IDSL and DS1 capable Loops. Basic rate ISDN, IDSL and DS1 capable 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 CLEC'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 U S WEST~~Premises to a Qwest CO-NI. Basic Rate ISDN, IDSL and DS1 capable 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. ~~U S WEST~~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 CLEC, if necessary.

9.2.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

9.2.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, IDSL, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

~~a) Installation charges;~~

~~b) Conditioning charge.~~(a) Installation charges;

(b) Conditioning charge.

9.2.3.6 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 found in Exhibit A.

9.2.3.7 Out of Hours Coordinated Installations

9.2.3.7.1 For purposes of this Section, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Out of hours installations are only 5:00 p.m. to 10:00 p.m., local time, Monday through Friday and 8:00 a.m. to 12:00 p.m., local time, Saturday.

9.2.3.7.2 Out of Hours installations permit CLEC to select a coordinated installation outside of Qwest's installation hours. For planning purposes, CLEC shall provide Qwest with a forecast of out of hours coordinated installations at least two weeks prior to CLEC placing an order

in a particular state. Forecasts should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

9.2.3.7.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time outside. In the Remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

9.2.3.7.4 The date and time for out of hours coordinated installations may need to be negotiated between Qwest and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

9.2.3.7.5 CLEC will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates. Refer to Exhibit A for these charges.

9.2.3.7.6 Qwest will provide FOCs (Firm Order Commitments) to CLECs according to the PO-5 performance measure. For unbundled loops, the FOC is an acknowledgment that Qwest has received the service request. The FOC does not indicate that Qwest has compatible facilities to fulfill the service order by the requested due date. The FOC for orders requesting over 24 unbundled loops will be treated on an ICB basis.

9.2.3.8 CLEC is responsible for its own end user base and has responsibility for resolution of service problems. CLEC will perform trouble isolation on Unbundled Networks Elements prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve service problems. When the trouble is not in Qwest's network, the trouble report will be referred back to CLEC and Defective Service Isolation Charges will apply.

9.2.4 Ordering Process

9.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section ~~12~~ of this Agreement.

9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in the Terms and Conditions Section ~~5~~ of this Agreement.

9.2.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.

9.2.4.4 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 ~~U S WEST~~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~~7:00 p.m. The service interval will begin on the next business day for service requests received after ~~3:00~~7:00 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.

9.2.4.5 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).

9.2.4.6 The~~following~~ service intervals that 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~~

~~9.2.4.7 The following service intervals have been established for~~Loops, 2-wire and 4-wire ~~non-loaded, ISDN capable, DS1~~non-loaded Loops, ISDN capable Loops, IDSL, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit C to this Agreement.

		~~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~~

~~9.2.4.8 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~~

~~9.2.4.9~~9.2.4.7 CLEC can request access to existing fiber and other high capacity loops through the BFR process.

~~9.2.4.10~~9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.

9.2.4.9 Twenty-four (24) Calendar day Interval for Line Conditioning requires CLEC to use the Raw Loop Data Tool (RLD). The RLD is required to

verify the availability and status of the local loop facility prior to the CLEC submitting any order requiring a conditioned loop.

9.2.4.9.1 When load coils and bridged tap do NOT exist CLEC will request the standard due date interval, upon receipt of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or bridged taps do exist CLEC will request the twenty-four (24) calendar day desired due date. CLEC may pre-approve line conditioning on the LSR and agrees to pay any applicable charges.

9.2.5 Maintenance and Repair

9.2.5.1 CLEC 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. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to ~~U S WEST. U S WEST~~Qwest. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of ~~U S WEST's~~Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in ~~U S WEST's~~Qwest's network, CLEC shall be assessed the applicable time and materials charges.

9.2.5.2 ~~U S WEST~~Qwest will perform tests to isolate the service trouble. If no trouble is found, ~~U S WEST~~Qwest will notify CLEC. If the trouble is isolated to the Central Office, or a ~~U S WEST~~Qwest facility, ~~U S WEST~~Qwest will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, ~~U S WEST~~Qwest will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

9.2.5.3 When combining separately ordered elements or an element to collocated equipment,~~the~~ CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If ~~U S WEST~~Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's ~~U S WEST's~~ facilities, a trouble isolation charge/Defective Service Isolation charge shall apply. Maintenance and Repair processes are contained in the Support Functions Section~~12~~ of this Agreement.

9.3 ~~Sub-loop~~Sub-Loop Unbundling

9.3 Sub-Loop Unbundling

9.3.1 Description

9.3.1.1 ~~A~~ Sub-loop is defined as any portion of the loop that it is technically feasible to access in Qwest's terminals in outside plant, i.e. an accessible terminal, pole, pedestal, Feeder Distribution Interface (FDI), Serving Area Interface (SAI) or Minimum Point Of Entry (MPOE) including inside wire ~~(owned by U S WEST).~~owned by Qwest. 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 and/or digging up or trenching underground to reach the wire within~~case.

9.3.1.2 Standard Sub-Loops available.

(a) Two-Wire/Four Wire Unbundled Distribution Loop

(b) DS1 Capable Unbundled Feeder Loop

(c) Two-Wire/Four Wire Non-loaded Distribution Loop

9.3.1.3 Sub-Loop Unbundling is only available after a CLEC-requested Field Connection Point (FCP) has been installed ~~at~~within or adjacent to the technically feasible Qwest accessible ~~technically feasible accessible~~terminal. The FCP provides a demarcation point for the termination of the ~~U S WEST-provided~~Qwest-provided Sub-Loop, and the necessary cross-connections to~~the~~ CLEC-provided facilities. ~~The FCP shall be located in direct proximity to the U S WEST Sub-Loop facility accessed by CLEC. The FCP shall be ordered pursuant to Section 9.3.7 herein.~~

9.3.2 ~~Two-Wire Unbundled~~ Distribution Loops

9.3.2.1 The Two-Wire/Four-Wire Unbundled Distribution Loop is a Qwest provided facility from the ~~U S WEST FCP at the FDI~~Qwest FCP 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~~Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. CLEC ~~obtains~~can obtain access to this unbundled element at the ~~FDI through an established FCP arrangement, and at the end-user location~~any accessible terminal.

9.3.2.2 The Two-Wire/Four-Wire non-loaded Distribution Loop is a Qwest provided facility without load coils and excess bridge taps. When CLEC requests a non-loaded Unbundled ~~through the NID.~~

~~**9.3.3 DS1 Capable Unbundled Feeder Loop**~~

Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Sub-Loop by removing load coils and excess bridge taps (*i.e.,* "unload" the Loop) in order to provide CLEC with a Non-Loaded Distribution Loop. CLEC 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 conditioning charge will not apply. CLEC can obtain access to this unbundled element at the technically feasible accessible terminal.

9.3.3 Feeder Loops

9.3.3.1 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 ~~Fiber Distribution Interface (FDI) located at the FCP.~~accessible terminal housing the FCP.

9.3.3.2 The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.4 Terms and Conditions

9.3.4.1 Access to unbundled sub-loop 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~~accessible terminal premises or utility room in a multi-dwelling unit.

9.3.4.2 CLEC ~~obtains~~may obtain access to the DS1 Capable Unbundled Feeder Loop at the Qwest Wire Center through established Collocation arrangements, and at the ~~FDI~~accessible terminal through the FCP. To the extent that the accessible terminal does not have adequate capacity to house the FCP, CLEC may opt ~~The~~to use Adjacent Remote Collocation to house the FCP; CLEC must provide an adjacent structure with the necessary space and meet all premise requirements noted in the technical publication DS1 Capable Sub-Loop.

9.3.4.3 Standard access to a Sub-Loop will be ~~at the Feeder Distribution Interface (FDI)~~any technically feasible FDI or SAI through the establishment of a Field Connection Point (FCP). Non-standard access, to poles, pedestals, MPOEs including inside wire or other accessible terminals, will be submitted via the BFR process in this Agreement.

9.3.5 Rate Elements

9.3.5.1 Sub-Loop Non-Recurring Charge - CLEC will be charged a non-recurring basic installation charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

9.3.5.2 Sub-Loop Recurring Charge -~~The~~ CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.

9.3.5.3 ~~Sub-Loop OSS Charge - The CLEC shall be charged pursuant to Exhibit A to recover the cost of the OSS modifications necessary to provide CLEC access to portions of U S WEST's feeder and distribution network facilities on an unbundled, sub-loop basis.~~Reserved for Future Use

9.3.5.4 Sub-Loop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Support Functions – Maintenance and Repair Section~~12.3.4~~ when trouble is reported but not found on the Qwest facility.

9.3.6 Ordering/Provisioning

9.3.6.1 CLEC may only submit orders for Sub-loop elements after the FCP is in place. CLEC will use the termination information provided~~to them~~ at the completion of the FCP on the LSR for Sub-Loops.

9.3.6.2 CLEC can order sub-loop elements through the Operational Support Systems described in ~~section 12.~~ the Support Functions Section.

9.3.6.3 CLEC shall identify Sub-loop elements by NC/NCI codes.

9.3.6.4 Qwest shall dispatch a technician to run a jumper between its sub-loop elements and CLEC's sub-loop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its subloop elements and Qwest's sub-loop elements without specific written authorization from Qwest.

9.3.7 Field Connection Point Description

9.3.7.1 Field Connection Point is a form of Remote Collocation that allows~~a~~ CLEC to interconnect with Qwest outside of the central office location where it is technically feasible. The Field Connection Point interconnects CLEC facilities to binding posts within the accessible terminal that allows a technician to ~~allows a CLEC to access Unbundled Sub-Loops.~~access and combine Unbundled Sub-Loop elements. 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 U S WEST Sub-Loops.~~

9.3.7.2 ~~Feeder Distribution Interface (FDI) Field Connection Point – A FDI~~A Field Connection Point arrangement~~requires a CLEC to build and place their equipment adjacent to the U S WEST FDI location. U S WEST will place a cable between the field connection point and U S WEST's Feeder Distribution Interface. U S WEST will perform the splice at the Field Connection Point. Each Provider will only have access to their own facilities.~~ can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted, CLEC may place the FCP in an adjacent terminal through Adjacent Remote Collocation. cable.. CLEC will have access to the equipment placed within the FCP Remote Collocation for maintenance purposes. However, CLEC will not have access to the FCP interconnection point.

9.3.8 Terms and Conditions

9.3.8.1 With the exception specified in subparagraph (a) below, Qwest is not required to build additional space for the purpose of accessing sub-loop elements. ~~U S WEST shall not preclude CLEC from constructing~~Qwest shall allow CLEC to construct its own facilities adjacent to ~~U S WEST's facilities.~~Qwest's facilities via Adjacent Remote Collocation. CLEC 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 CLEC 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 CLEC to resolve with the municipality, utility, property owner or other third party.

(a) If CLEC seeks access to ~~Two-Wire Unbundled~~ Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which CLEC can access such subloop elements, and Qwest and CLEC 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 CLEC. In such instance, CLEC shall pay Qwest a nonrecurring ~~charge according to Exhibit A.~~charge, which shall be ICB based on the scope of the work required.

9.3.8.2 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.

9.3.8.3 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 5.18 (Dispute Resolution).~~the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC 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 in the accessible terminal to accommodate the FCP, or that the requested interconnection is not technically feasible.

9.3.8.4 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable into the ~~FDI~~Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC, all ~~the~~reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the FCP Remote Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to ~~their~~its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.8.5 ~~CLEC must arrange for power to its own equipment.~~ Reserved for future use.

9.3.8.6 ~~If U S WEST denies a request for FDI Field Connection Point, U S WEST will provide to the CLEC documentation stating why the request was denied during the feasibility quote process.~~Reserved for future use.

9.3.8.7 CLEC 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. CLEC shall be responsible for payment of all costs incurred by ~~.~~Qwest.

9.3.9 Rate Elements

9.3.9.1 ~~Feeder Distribution Interface Field Connection Point – ~~CLEC will complete a Field Connection Point request ~~form. U S WEST will develop a quote for the work to be performed based on the information provided by the CLEC on the Request Form. U S WEST will recover the Filed Connection Point cost~~ form and submit it to Qwest with its Remote Collocation Application.
~~through individual case basis non-recurring charges.~~

~~9.3.9.2 Feasibility Fee – U S WEST 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.~~

~~9.3.9.3 Quote Preparation Fee - U S WEST will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote.~~

~~9.3.9.4 Construction Fee – U S WEST 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 CLECs can interconnect at that point.~~

~~If CLEC is the first provider in the FDI-FCP, it will pay the quoted price. If CLEC is the second provider in the FDI-FCP, it will pay the initial CLEC 50% of U S WEST's quoted price. If CLEC is the third CLEC in the FDI-FCP, it will pay each of the original two CLECs 17% of U S WEST's quoted price.~~ 9.3.9.2 ~~———~~All applicable Collocation rate elements from Section 8.3.1 shall also apply to FCP-Remote Collocation.

9.3.9.3 Reserved for Future Use

9.3.9.4 Reserved for Future Use

9.3.10 ~~–~~ Repair and Maintenance

Qwest will maintain all of its equipment and~~the~~ CLEC is responsible for maintaining all of its equipment within the FCP Remote Collocation.

9.3.11 Ordering ~~– FDI Field Connection Point~~ Field Connection Point

9.3.11.1 CLEC shall submit a Field Connection Point Request Form to ~~a U S WEST Account Representative. The Field Connection Point Request Form must be completed in its entirety.~~ Qwest along with its Remote Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.11.2 ~~Upon receipt of the Field Connection Point Request Form, U S WEST will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form, U S WEST will notify the CLEC if a location is technically feasible and U S WEST will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.~~ Reserved for Future Use.

9.3.11.3 ~~U S WEST will construct the FCP within 120 calendar days of receipt of payment from CLEC.~~ Reserved for Future Use.

9.3.11.4 ~~After construction is complete, the~~After construction of the FCP Remote Collocation is complete, CLEC will be notified of its termination location which will be used for ordering ~~Sub-Loops.~~subloops.

9.3.11.5 Unless otherwise specified, all intervals for provisioning Remote Collocation shall apply to the provision of FCP Remote Collocation.

9.4 ~~–~~ Line Sharing

9.4.1 ~~9.4.1~~ Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on ~~the same copper loop (the Shared Loop). CLEC will access the unused high frequency portion of the Shared Loop while the voice portion of the Shared Loop will~~a single copper loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper loop. This ~~be used for analog voice-grade POTS service. A~~frequency range will be referred to herein as the High Frequency Spectrum Network Element ("HUNE"). A POTS splitter separates the voice and data traffic and allows the copper loop to be used for simultaneous data transmission and POTS service. The~~voice-grade~~ POTS service must be provided to the end user by Qwest.

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a ~~U S WEST End Office Switch in the Wire Center where the Shared Loop is being requested.~~Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible ~~9.4.2.1.2 CLEC gains access to the Shared Loop at the U S WEST Wire Center through established Collocation arrangements.~~ for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

~~9.4.2.1.3 The splitter must be provided by the CLEC. The splitter must satisfy at least one of the following criteria: (a) the splitter meets the requirements for central office~~

9.4.2.1.2 CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement. The POTS splitter must meet the requirements for Central Office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. ~~98-147; or (b) as they are developed, appropriate~~ 98-147. ~~[technical standards.~~

~~9.4.2.1.4 The voice and data signals carried by Shared Loops are "split" by the splitter located in a U S WEST Wire Center.~~

~~9.4.2.1.5 The technology used by CLEC will be within the Power Spectrum Density (PSD) mask parameters set forth in ANSI T1E1.413 or other applicable industry standards. Such technologies are currently limited to ADSL and RADSL. In the future, additional technologies may be used by CLECs, to the extent those technologies meet the PSD mask~~

~~parameters set forth in the above ANSI or other applicable industry standards. Spectrum management is the subject of a pending NPRM (First Report and Order Notice of Proposed Rulemaking, Deployment of Wirelines, Services Offering Advanced Telecommunications Capability – CC Docket Number 98-147). U S WEST will comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee. T1E1.4.~~

~~9.4.2.2 Splitter in CLEC Collocation area~~

~~9.4.2.2.1 The CLEC-provided splitter shall be provided, installed and maintained by CLEC in CLEC's Collocation space.~~

~~9.4.2.2.2 U S WEST will either re-designate existing or install new TIE Cables in order to accommodate the capacity requests of CLEC.~~

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules Such services currently are limited to ADSL, RADSL, Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

9.4.2.1.4 CLEC may not order the HUNE on a given copper loop if Qwest, or another telecommunications carrier, is already using the high frequency spectrum, unless the end user disconnects the original telecommunications carrier's high-frequency service.

9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess bridged taps, or electronics subject to the charges for loop conditioning in Exhibit Qwest will perform requested conditioning, including de-loading and removal of excess bridged taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the end user's analog voice-grade POTS service. Based on the pre-order make-up of a given copper loop, CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the loop. After a Shared Loop is ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Shared Loop meets the technical parameters applicable to the data service it intends to provide over the Shared Loop.

9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS

splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.

9.4.2.1.7 CLEC will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center by Wire Center basis. CLEC will also provide an eighteen (18) month, non-binding, good faith, quarterly forecast to Qwest in thirty (30) calendar days after the signing of this Agreement. Qwest will keep forecasts confidential and will not share forecasts with any person involved in Qwest] retail operations, product planning or marketing.

9.4.2.2 CLEC Collocation Area Splitter

9.4.2.2.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will be responsible for purchasing the POTS splitters. CLEC also will be responsible for installing and maintaining POTS splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to this Section of the Agreement.

9.4.2.2.3 Two ITPs and two TIE Cables will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC/MDF switch termination, via the ICDF, using a second TIE Cable and a second ITP.

9.4.2.2.3 Interconnection Tie Pairs and TIE Cables. There are two types of ITP arrangements for connecting the Qwest network to the CLEC provided splitter, depending on whether ~~the~~ CLEC elects to use an ICDF or direct connections.

9.4.2.2.3.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC/MDF loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC/MDF switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided splitter, and the

second pair will carry the voice-only signal from the CLEC provided splitter to the ~~ICDF.~~ ICDF.

9.4.2.2.3.2 CLEC may elect to use direct connections between the CLEC-provided ~~Splitter~~splitter and the COSMIC/MDF. In this instance, Qwest will provide one TIE Cable between each module of the COSMIC/MDF and the CLEC-provided splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC/MDF loop termination to the CLEC-provided splitter in~~the~~ CLEC's Collocation Space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided splitter to the switch termination on the COSMIC/MDF. These TIE Cables will be dedicated to ~~the~~ CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD) run, cable placement, and cable termination, and associated COSMIC/MDF hardware to terminate a TIE Cable on each outside plant and switch equipment module of the COSMIC/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.

9.4.2.2.4 The demarcation points between Qwest's network and CLEC's network will be the place where the combined voice and data loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC/MDF, where the combined voice and data loop originates from CLECs Collocation~~.~~

9.4.2.3 ~~Splitter in Common Area of Central Office~~

~~9.4.2.3.1 U S WEST will install and maintain CLEC provided splitter in the common area of the Central Office as close to the ICDF as possible.~~

~~9.4.2.3.1 U S WEST will provide cabling on behalf of CLEC or CLEC may provide all cables between their collocation and the ICDF, between their Collocation and the splitter data ports, and between the splitter and the ICDF. CLEC may choose to utilize existing cables from their Collocation to the ICDF.~~

~~9.4.2.3.1 POTS splitter plug-in card augmentation will be the responsibility of CLEC to provide and install.~~

~~9.4.2.3.4 U S WEST may co-mingle multiple CLEC owned splitter shelves per bay.~~

Common Area Splitter Collocation

9.4.2.3.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to CLEC's DSO termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000 on the Cosmic/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase POTS splitters on its behalf subject to full reimbursement. Qwest will be responsible for the installation and maintenance of the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS splitters, or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.2.3.2 Two ITPs and four TIE Cables will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC/MDF loop termination, to an appropriate ICDF. From this frame, one TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC/MDF switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to section 8.3.1.11.

9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

~~9.4.2.3.5 The demarcation point will be at the splitter end of the TIE-cable connecting the CLEC collocation and the splitter.~~9.4.2.3.4 The demarcation point between Qwest's network and CLEC's network will be at the place where the data loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Collocation.

9.4.3.2 CLEC may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process

any such applications for augmentation and/or reclassification of DSO TIE Cable terminations under intervals as outlined below in this Section.

9.4.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

9.4.3.3.1 CLEC will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be sixty (60) days. The interval for each subsequent month will be thirty (30) days.

9.4.3.3.2 The forecast must include, at a minimum, the following:

(a.) The Month in which each application will be sent;
(b.) The Wire Center by common name for each application;
(c.) Type of terminations required for each level of connection; and
(d.) Whether the termination types are the same as existing or, if different, what numbering is requested on the block.

9.4.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

9.4.3.3.4 If an application for augmentation and/or reclassification is not included in the above forecast, the application will default to the augmentation interval found in the Collocation Section.

9.4.3.3.5 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business day period, or if the subject equipment in a timely manner. Qwest will install the subject equipment when available.

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop

9.4.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.4.2 Non-Recurring Rates for the Shared Loop

9.4.4.2.1 Basic Installation Charge for Shared Loop – A non-recurring charge for each Shared Loop installed will apply.

9.4.4.2.2 If CLEC requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps. If the conditioning significantly degrades the voice services on the loop to the point it is unacceptable to the end user, CLEC shall pay the conditioning charge in Exhibit A to recondition the loop.

9.4.4.3 Non-Recurring Rates for Tie Cable Reclassification

9.4.4.3.1 Reclassification Charge – A non-recurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame restenciling, and any other work performed between CLEC's collocation and the intermediate distribution frame required to provision Line Sharing.

9.4.4.4 Non-Recurring Rates for Maintenance and Repair

9.4.4.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.4.4.4.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.4.4.5 Rates for Common Area Splitter Collocation

9.4.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for splitters either in a bay, on the IDF, or on the MDF/COSMIC. These are both recurring and non-recurring charges.

9.4.4.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the POTS splitter, plus any associated costs incurred by Qwest to order the POTS splitter.

9.4.4.5.3 Engineering – A non-recurring charge will apply for the planning and engineering associated with placing POTS splitters in the Central Office, either in a bay, on the IDF, or on the MDF/COSMIC.

9.4.4.6 POTS Splitter TIE Cable Connections Charge – A non-recurring charge will apply for the cost of each TIE Cable connected to the POTS splitters. This charge will cover both the TIE cables and associated blocks per 100 pair between the POTS splitter and the intermediate distribution frame or splitter bay.

9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

9.4.5 Ordering Process

9.4.5.1 Shared Loop

9.4.5.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC will determine, in its sole discretion and at its risk, whether to order the HUNE across any specific copper loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing.

9.4.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS splitters will be provided on the Line Sharing Actual Point of Termination (APOT) from one day prior to the ready for service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

9.4.5.1.3 Basic Installation “lift and lay” procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician “lifts” the Loop from its current termination in a Qwest Wire Center and “lays” it on a new termination connecting to CLEC’s Collocated equipment in the same Wire Center.

9.4.5.1.4 Qwest will provision the Shared Loop within the standard unbundled loop provisioning interval at least 90% of the time, as defined in Exhibit C.

9.4.5.1.5 CLEC shall not place orders for Shared Loops until all work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.

9.4.5.2 Common Area Splitter Collocation

9.4.5.2.1 This Section only applies to situations where CLEC orders placement of the splitter in a common area.

9.4.5.2.2 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. Standard intervals as contained in Exhibit C will apply.

9.4.5.2.3 New POTS splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. Standard Cageless and/or Common Collocation intervals as contained in Exhibit C will apply.

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent CLEC has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data loop is cross-connected to the POTS splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user Premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

9.4.6.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.uswest.com/wholesale/productsServices/irrg/TABL1-0.html. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.6.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

9.4.6.3.2 Qwest and CLEC are responsible for their respective end user base. Qwest and CLEC will have the responsibility for resolution of any service trouble report(s) initiated by their respective end users.

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.

9.4.6.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC on a case-by-case basis. CLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess the appropriate miscellaneous charge.

9.4.6.4 When POTS splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC will order and install additional splitter cards as necessary to increase the capacity of the POTS splitters. CLEC will leave one unused, spare splitter 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.

9.4.6.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.4.6.6 Qwest and CLEC will work together to address end user initiated repair requests and to prevent adverse impacts to the end user.

9.4.7 Other

9.4.7.1 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling CLEC orders for the HUNE; which reflect different end user action scenarios including but not limited to; end user changes or disconnects data service provider and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

9.5 Network Interface Device (NID)

9.5.1 Description

The NID provides an interface between ~~U S WEST's~~Qwest's Loop facility and the end user's inside wire and is considered part of the Unbundled Loop facility. 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 CLEC orders Unbundled Loops on a reuse basis, the existing drop and ~~U S WEST's~~Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

~~9.5.2 Terms~~9.5.2 Terms and Conditions

9.5.2.1 If CLEC places its own drop, CLEC will install its own NID. However, CLEC can use the existing ~~U S WEST~~Qwest NID to terminate its drop if space permits, otherwise a new NID is required. If CLEC installs its own NID, CLEC may connect its NID to the ~~U S WEST~~Qwest NID by placing a cross-

connect between the two. When provisioning a NID to NID connection, CLEC will isolate the ~~U S WEST~~Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, ~~U S WEST~~Qwest will perform the replacement and charges will be assessed for the NID and time associated with the request. If CLEC is a facility based provider up to and including its NID, the ~~U S WEST~~Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

9.5.2.2 ~~U S WEST~~Qwest will retain sole ownership of the ~~U S WEST~~Qwest NID and its contents on ~~U S WEST's side. U S WEST~~Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. However, ~~U S WEST~~Qwest will change the NID on an individual request basis. ~~U S WEST~~Qwest is not required to inventory NID locations on behalf of CLEC.

~~9.5.3 Rate Elements~~ 9.5.3 Rate Elements

9.5.3.1 If CLEC requests a non-modular unit to be replaced with a modular NID, ~~U S WEST~~Qwest will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with ~~U S WEST's~~Qwest's connection of CLEC's NID to ~~U S WEST's~~Qwest's NID will be charged to CLEC. This is a nonrecurring charge and is contained in Exhibit A of this Agreement.

9.5.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Agreement. If a CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.

9.5.4 Ordering Process

9.5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form. Ordering processes and installation intervals are contained in the Support Functions Section~~12~~ of this Agreement.

9.5.5 Maintenance and Repair

9.5.5.1 If ~~U S WEST~~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 CLEC. If ~~U S WEST~~Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, ~~U S WEST~~Qwest will replace the defective element or, if beyond repair, the entire device. Maintenance and Repair processes are contained in the Support Functions Section~~12~~ of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between ~~two~~ Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides the CLEC with a bandwidth specific transmission path between the Qwes Serving Wire Center to the CLEC's Wire Center 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 are available in DS0 through ~~DS0, DS1, DS3, OC-3,~~ OC-192 bandwidths, and other bandwidths as they become available, where facilities are available. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An Unbundled Multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 Multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 Multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 Multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers. CLEC is responsible for performing cross connections at a demarcation point between UDIT, EUDIT and other unbundled loops, ancillary and finished services and transmission design work, including regeneration requirements for such connections.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 Multiplexer, including all 28 DS1s and the settings on the multiplexer

cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, which do not require colocation between UNEs, only at the end of the combination where appropriate, ~~CLEC must have Collocation at both ends of the UDIT.~~ CLEC may utilize any form of collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT.

9.6.2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end user customers in association with local exchange services.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to the CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. 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.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. 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.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. 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.

c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

9.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section ~~12~~ of this Agreement.

9.6.4.1.2 ~~Prior to ordering DS3 (or above) UDIT or any EUDIT, CLEC must complete and submit a facilities inquiry form to determine the availability of the facility.~~ Reserved for Future Use

~~9.6.4.1.3~~ 9.6.4.1.3 Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals. The interval will start when Qwest receives a complete and accurate Access Service Request

(ASR). This date is considered the start of the installation ~~service~~ interval if the order is received prior to 3:00 p.m. The installation ~~service~~ interval will begin on the next business day for service requests received after 3:00 p.m. The ~~following~~ installation ~~service~~ intervals have been established and are set forth in Exhibit C, Section 2.0 to this Agreement.~~:~~

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Dedicated Interoffice Transport (UDIT), UCCRE			
DS0	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 or more	ICB	ICB
DS1	1 to 8	High Density: Five (5) Business Days Low Density: Eight (8) Business Days	4 hrs High Density 4 hrs Low Density
	9 to 16	High Density: Six (6) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 hrs Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Ten (10) Business Days	4 hrs High Density 4 hrs Low Density
	25 or more	ICB	4 hrs

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Dedicated Interoffice Transport (UDIT), UCCRE			
DS3	1 to 3 Circuits	High Density: Seven (7) Business Days Low Density: Nine (9) Business Days	4 hrs High Density 4 HRS LOW DENSITY
	4 or more Circuits	ICB	4 hrs
OC3 and Higher	1 or more Circuits	ICB	4 hrs

9.6.4.1.49.6.4.1.3 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders:

(a) Service date changes;

(b) Partial cancellation;

(c) Design change; and

(d) Expedited order.

9.6.4.1.59.6.4.1.4 An order may be canceled any time up to and including the service date. Cancellation charges will apply.

9.6.4.1.69.6.4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section4 of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. U S WESTQwest will install the UDIT extending connections to CLEC demarcation point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 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 CLEC at the time of the DS0 order.

9.6.4.5 ~~U S WEST~~Qwest will perform industry standard tests when installing UDIT service.

~~9.6.4.6 EUDIT requires coordinated testing.~~

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section ~~12~~ of this Agreement.

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC's demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1 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 ~~Wire Centers or between a~~ Qwest Wire Centers, between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and an end user customer ~~premise~~Premises in the same LATA and state. UDF exists in ~~two~~three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes a~~n existing~~deployed route between two Qwest Wire Centers;~~and~~ (b) UDF-Loop, which constitutes an ~~existing~~deployed 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.~~ Premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a~~n~~ Qwest Wire Center and CLEC Wire Center.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance with section 9.1.2. ~~IOF and UDF-Loop. will provide UDF of substantially the same quality as the fiber facilities that uses to provide service to its own end user customers within a reasonable time frame.~~Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own end user customers.

9.7.2.2 ~~CLEC will provide with non-discriminatory access to UDF-IOF and UDF-Loop. CLEC will provide UDF of substantially the same quality as the fiber facilities that CLEC uses to provide service to its own end user customers within a reasonable time frame.~~Reserved for Future Use. CLEC may provide good faith, non-binding forecasts of UDF needs to Qwest. Qwest shall have no duty to consider or use such forecasts, nor shall a failure by Qwest to consider or use such forecasts give rise to any liability on the part of Qwest.

9.7.2.3 Qwest will provide CLEC with access to ~~existing~~deployed Dark Fiber facilities. CLEC 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 CLEC shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). CLEC may obtain up to twenty five percent (25%) of available dark fibers or four (4) dark fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on ~~any~~such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 ~~capacity~~termination on each fiber pair. Efficient use of loop fiber is defined as providing a minimum of OC-3 ~~capacity~~termination on each fiber pair. Efficient use of E -UDF is defined as providing a minimum of OC -3 ~~capacity~~termination on each fiber pair. CLEC may designate 5% of its fibers along a fiber cable segment, or 2 strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

(a) Qwest will not unbundle Dark Fiber that Qwest utilizesd for maintenance or reservedds for maintenance spare for Qwest's own use. Qwest shall not reserve more than 5%five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

(b) Qwest will not unbundle Dark Fiber that, as of the day CLEC 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 CLEC.

(bc) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the 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 lawmeet its carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within 7 calendar days of denying CLEC's request to unbundle dark fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. In such circumstances, Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, during the pendancypendency of the proceeding before the Commission.

9.7.2.6 Qwest will provide CLEC with access to the existing deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to .Qwest.

9.7.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.

9.7.2.10 Upon reasonabletwelve (12) monththirty calendar days notification to the CLECCLEC, or as defined by Commission, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving end user customers at the time of Qwest's notice to CLEC. In this proceeding, Qwest shall have the burden to prove that Qwest needs reserves the right to reclaim in part or in whole, butsuch fiber strands only to the extent necessary for Qwest in order to meet its carrier of last resort obligations to serve underas established by

any regulatory authority. In this proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of Dark Fiber during the pendency of the proceeding before the Commission, ~~UDF previously obtained bythe CLEC. This condition would arise in those cases where is in jeopardy of meeting or maintainingQwest has demonstrated to the Commission that a likely and foreseeable threat exists to Qwest's ability to meet or maintain control of its obligation to provide services as required by law.~~under regulatory authority.

9.7.2.11 ~~will not combine a Dark Fiber element with another Unbundled Network Element or services, or CLEC facilities. CLEC is responsible for connecting Dark Fiber with CLEC fiber optic terminal or other equipment.~~Reserved for Future Use.

9.7.2.12 CLEC must have Collocation at both ~~ends~~ terminating points of the UDF-IOF or at the Serving Wire Center of either the ~~UDF-Loop.~~UDF-Loop or the E -UDF. No collocation is required in intermediate central offices within a UDF or at central offices where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate central offices.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end-user ~~premise.~~Premises. All negotiations with the ~~premise~~Premises end-user and or ~~premise~~Premises owner are solely the responsibility of~~the~~ CLEC.

9.7.2.14 For a UDF-Loop terminating at an existing end-user ~~premise FDP,~~ Premises FDP, Qwest will provide to~~the~~ CLEC an optical "jumper", not to exceed 30 feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 ~~CLEC is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, atthe CLEC's sole expense, in order to perform its obligations.~~ The remote collocation provisions of this Agreement apply where CLEC needs to gain access to UDF at an outside plant structure~~. The~~As may be required by Section 10.8 of this Agreement, ~~CLEC shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CLEC 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 10.8 (Access~~the Access to Poles, Ducts, Conduit, and Right-of-Way).~~Conduits and Rights of Way Section.

9.7.2.16 ~~The~~ CLEC will incur all costs associated with ~~returning the UDF to its original condition when they disconnect UDF.~~disconnecting the UDF from its side of the network demarcation point.

9.8 Shared Interoffice Transport

~~Exhibit A 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 9.11.2.5.1. In the latter circumstance, market rates apply. U S WEST shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.~~

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including ~~U S WEST,~~Qwest, between end office switches, between end office switches and tandem switches (local and access tandems), and between tandem switches.

9.8.2 Terms and Conditions

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

9.8.2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to shared transport:

9.8.2.3.1 Provide shared transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic.

9.8.2.3.2 Provide shared transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network.

9.8.2.3.3 Permit CLEC that purchases unbundled shared transport and unbundled switching to use the same routing table that is resident in Qwest's switch.

9.8.2.3.4 Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provide local exchange service.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.~~Exhibit A 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 andthe lines are located in density zone 1 in MSAs specified in Section 9.11.2.5.1. In the latter circumstance, market rates apply.~~

9.8.4 Ordering Process

9.8.4.1 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 CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of ~~U S WEST.~~Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

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

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC 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 ~~U S WEST~~Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 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. CLEC is responsible for designing to the “Design-To” point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC 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.

9.9.2.2 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.

9.9.2.2.1 Dial Up Access. ~~U S WEST~~Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. ~~U S WEST~~Qwest will provide and engineer this service in the same manner that it is currently provided to ~~U S WEST's~~Qwest's end users.

9.9.2.2.2 Attendant Access. When CLEC requests ~~U S WEST~~Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

~~a) DS1 Port;~~
~~b) DS3 Port;~~
~~c)~~9.9.3.1.1 DS1 Port;
9.9.3.1.2 DS3 Port;
9.9.3.1.3 Dial Up Access; and
~~d)~~9.9.3.1.4 Attendant Access.

9.9.3.2 Non-recurring rate elements include:

~~a) DS1 Port;~~
~~b)~~9.9.3.2.1 DS1 Port;
9.9.3.2.2 DS3 Port; and
~~c)~~9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in ~~Section 9.4.4.1.3 for UDIT.~~the UNEs - UDIT Section. UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the Basic Installation option. ~~U S WEST~~Qwest will begin the work activity on the negotiated due date and notify CLEC when the work activity is complete. Test results performed by ~~U S WEST~~Qwest are not provided to CLEC.

9.10 Local Tandem Switching

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

9.10.1 Description

9.10.1.1 The local tandem switching element includes the facilities connecting the trunk distribution frames to the switch and all the functions of the switch itself, including those facilities that establishes a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the functions that are centralized in local tandem switches rather than in separate end office switches.

9.10.2 Terms and Conditions

9.10.2.1 If CLEC 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.

9.10.2.2 The requirement to provide access to unbundled tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch traunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment only to the extent any such recording equipment is installed in a Qwest local tandem.

9.10.3 Rate Elements

9.10.3.1 A DS1 Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. 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.

9.10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

9.10.4 Ordering Process

9.10.4.1 Requests for DS1 Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UNEs – UDIT Section 9.6 of this Agreement.

9.10.5 Maintenance and Repair

9.10.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained ~~in~~ in the Support Functions Section ~~12~~ of this Agreement.

9.11 Local Switching

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

9.11.1 Description

9.11.1.1 Access to ~~U~~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-user customers. 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, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

9.11.1.2 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 earlier in this Section ~~9.8~~ of this Agreement.

9.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk port on the local switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

9.11.1.4 Line ports include:

(a) Analog Line Port; and
(b) Digital Line Port.

9.11.1.5 Trunk ports include:

(a) DS1 Local Message Trunk Port.

9.11.1.6 The following are attributes of line ports:

~~a) Telephone Number;~~
~~b) Directory Listing;~~

~~c)~~(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).

9.11.1.7 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 CLEC to access vertical features.

~~9.11.1.8 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.~~

9.11.1.8 Vertical features are software attributes on end office switches. Vertical features are available separately and are listed in Exhibit E of this Agreement

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 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 ~~U S WEST~~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).

9.11.1.9.2 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.

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 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.

9.11.1.10.2 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.

9.11.1.10.3 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.

9.11.1.11 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).

9.11.1.11.1 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.

9.11.1.11.1.1 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.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable customer Premises Equipment (CPE) and a PRI ISDN- equipped ~~U S WEST~~Qwest Central office.

9.11.1.11.1.3 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).

9.11.1.11.1.4 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.

9.11.1.11.1.5 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.

9.11.1.11.1.6 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.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 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.

9.11.1.11.1.9 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.

9.11.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

9.11.2 Terms and Conditions

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated in a Qwest end office switch utilizing the ~~BFR~~ Special Request Process contained in ~~Section 17~~Exhibit F of this Agreement. If CLEC requests features that are loaded, but not activated in a Qwest end office switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local switch ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching port. CLEC 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-user customers.

9.11.2.3 CLEC 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 Ancillary Services Section ~~10.3~~ of this Agreement.

9.11.2.4 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 Exhibit A. 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 Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described earlier in this Section ~~9.1.4~~.

9.11.2.5 Unbundled Switching (~~and therefore~~ Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user customer 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).

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

~~MSA~~MSA Wire Center Name		CLLI
~~Seattle/Tacoma~~	~~STTLWA06~~	~~Seattle Main~~
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSSMNDT	Minn.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

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-user customers 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 customer is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.2 ~~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 Exhibit A.~~ This exclusion will be calculated using the number of DS0-equivilant access lines CLEC intends to serve an end user customer within a Wire Center specified above.

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

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a loop shall not count as a second line.

9.11.2.5.6 End-users shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the customer of record.

~~9.11.2.5.6 A basic rate ISDN line counts as one line.~~

9.11.2.5.7 When a CLEC's customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that it has four or more lines, CLEC shall convert such lines from UNE-P or unbundled switching to resale rates or other appropriate arrangement within 60 days.

9.11.2.5.8 A BRI ISDN line counts as one line

9.11.2.6 CLEC must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to~~the~~ CLEC on an individual case basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to~~the~~ CLEC on an individual case basis.

9.11.3 Rate Elements

9.11.3.1 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 Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified ~~in Section 9.11.2.5.1.~~earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 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.

9.11.3.3 Local usage will be measured and billed on minutes of use. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified ~~in Section 9.11.2.5.1.~~earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for unbundled local switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified ~~in Section 9.11.2.5.1.~~earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when CLEC orders additional vertical features to an existing port.

9.11.4 Ordering

9.11.4.1 Installation~~Ordering~~ intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the ~~Interconnect & Resale Resource Guide~~Exhibit C. ~~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. COS 48 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. COS 48 hrs. AS
	40 or more	ICB	24 hrs. COS 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 U S WEST 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 □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 Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 TO 16 TRUNKS	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 TO 24 TRUNKS	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 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 Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 TO 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 TO 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 OR MORE	ICB	4 hrs.

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

9.11.4.3 Non-switch activated Vertical Features shall be ordered using the Special Request Process set forth in Exhibit F.Bona Fide Request (BFR) process. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to the CLEC within 15 business days of receipt of

the Special Request.~~BFR as described in the Interconnect & Resale Resource Guide.~~

9.11.4.4 Non-switch resident Vertical Features shall be ordered using Special Request Process set forth in Exhibit F.~~the Bona Fide Request (BFR) process.~~ Qwest will provide information to the CLEC on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the ~~BFR~~Special Request ~~as described in the Interconnect & Resale Resource Guide~~.

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

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

~~U S WEST~~Qwest shall provide CLEC 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.

9.11.5.2 Retail Service(s)

~~U S WEST~~Qwest shall provide CLEC with information necessary for CLEC to bill its end user customers in the form of the actual information that is comparable to the information ~~U S WEST~~Qwest uses to bill its own end user customers.

9.11.5.3 Reciprocal Compensation

~~U S WEST~~Qwest shall provide CLEC 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.

9.12 Customized Routing

9.12.1 Description

9.12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as ~~U S WEST~~Qwest routes its end-user customers' calls using existing ~~U S WEST~~Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in ~~Sections 9.12.3 and 9.12.3.~~this Section.

9.12.2 Terms and Conditions

9.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.12.2.2 CLEC has two options by which to route its end-user customers' calls:

(a) CLEC may elect to route all of its end-user customers' calls in the same manner as ~~U S WEST~~Qwest routes its end-user customers' calls. This option allows CLEC to use the same line class code(s) used by ~~U S WEST~~Qwest and thus eliminates line class code(s) and deployment charges to~~the~~ CLEC.

(b) CLEC may elect to custom route its end-user customers' calls differently than ~~U S WEST~~Qwest routes its end user traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. ~~U S WEST~~Qwest will provide line class code(s) to~~the~~ CLEC for inclusion in~~the~~ CLEC LSR (Local Service Request).

9.12.3 Rate Elements

9.12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

9.12.4 Ordering Process

9.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with ~~U S WEST.~~Qwest. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

9.12.4.2 After the Service Inquiry form is completed and provided to ~~U S WEST,~~Qwest, the pre-order meeting will be jointly established to provide ~~U S WEST~~Qwest with the comprehensive network plan, specific routing requirements and desired due dates.

9.12.4.3 ~~U S WEST~~Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If custom routing is requested,~~the~~ CLEC shall submit a 50% deposit for the establishment and deployment of a new CLEC line class code(s). ~~U S WEST~~Qwest will assign a new CLEC line class code(s) and provide it to~~the~~ CLEC for inclusion in the LSR (Local Service Request) which~~the~~ CLEC will subsequently issue for deployment of the line class code(s) by ~~U S WEST.~~Qwest.

9.12.4.5 If CLEC elects to route their end-users' calls in the same manner in which ~~U S WEST~~Qwest routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. ~~U S WEST~~Qwest will assign existing ~~U S WEST~~Qwest line class code(s) and provide to~~the~~ CLEC for inclusion in the LSR (Local Service Request).

9.12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

9.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of ~~U S WEST.~~ Qwest. Reference the Maintenance and Repair processes~~are~~ contained in~~Section 12 of~~ this Agreement.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 ~~U S WEST~~Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and service management systems (SMS) on an unbundled basis. The individual call-related databases and associated SMS are ~~(STP).~~addressed later in this Section of the Agreement. Access to ~~U S WEST's~~Qwest's signaling network provides for the exchange of signaling information between ~~U S WEST~~Qwest and CLEC necessary to exchange traffic

and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and ~~U S WEST's~~Qwest's switches, and between CLEC's switches and those third party networks with which ~~U S WEST's~~Qwest's signaling network is connected. CLEC may access ~~U S WEST's~~Qwest's signaling network from~~a~~ CLEC switch via unbundled signaling and unbundled signaling transport elements between CLEC's switch and ~~U S WEST~~Qwest STPs. CLEC may access ~~U S WEST's~~Qwest's signaling network from each of its switches via a signaling link pair between its switch and the ~~U S WEST~~Qwest STPs. CLEC may make such connection in the same manner as ~~U S WEST~~Qwest connects one of its own switches to STPs. Access to Qwest's signaling network for purposes of interconnection and the exchange of traffic is addressed earlier in this Agreement. The Common Channel Signaling used by the ~~parties~~Parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (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.

9.13.1.3 Optional Features of CCSAC/SS7 are dependent on specific CLEC 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).

9.13.2 ~~-~~Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified ~~U S WEST~~Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using unbundled network elements (UNEs) as defined in this Section ~~9~~.

9.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

9.13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a ~~U S WEST~~Qwest STP Port is required at a DS0 level.

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

9.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying ~~U S WEST~~Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

9.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

9.13.2.4.1 Both ~~U S WEST~~Qwest and CLEC are obligated to follow existing industry standards as described in Bellcore documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and U S WEST Technical Publication 77342.

9.13.2.4.2 CLEC's switch or network SS7 node must meet industry and ~~U S WEST~~Qwest certification standards.

9.13.2.4.3 Unbundled transport facilities as identified in this Section~~9~~ of ~~this~~the Agreement must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative (i.e., charge number) will be delivered by ~~CLEC to U S WEST~~each Party to the other, Qwest in accordance with FCC requirements, when received from another carrier or from the telephone equipment of the end user.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to ~~U S WEST~~Qwest in accordance with industry standards, where technically feasible.

9.13.2.4.6 Provisions relating to call related databases (*i.e.,* 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Agreement. For example, LNP is described in ~~Section 10.2, AIN in Section 9.14, LIDB in Section 9.15, 8XX in Section 9.16, and ICNAM in Section 9.17.~~the Ancillary Section, AIN, LIDB, 8XX and ICNAM are described in the UNE Section.

~~9.13.3 Rate~~9.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to ~~all messages~~each terminating call set up

request (ISUP) traversing the ~~U S WEST~~Qwest signaling network. Messages which are transient in nature~~(notdestined for U S WEST databases)~~ will be assessed message rates per terminating call set-up requests. Transient database messages (not destined for Qwest) will be assessed rating on a per transient database request (TCAP). Pricing detail is provided in Exhibit A of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:

9.13.3.1 Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. ~~U S WEST~~Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Agreement.

9.13.3.2 Recurring Rates

9.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

9.13.3.2.2 Signal Formulation Charge - a per terminating call set up request charge for formulating the ISUP message at a SS7 SP/SSP.

9.13.3.2.3 Signal Transport Charge - a per terminating call set up request or data request charge for the transmission of signaling data between the~~local~~ STP and an end office SP/SSP. This rate element includes separate charges for ISUP and transient TCAP messages.

9.13.3.2.4 Signal Switching Charge - a per terminating call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and transient TCAP messages.

9.13.4 Ordering

9.13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and ~~U S WEST.~~Qwest. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

9.13.4.2 ~~U S WEST~~Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

9.13.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

~~9.13.5 Maintenance~~9.13.5 Maintenance and Repair

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and ~~U S WEST~~Qwest cross connections will be repaired by ~~U S WEST.~~Qwest. Maintenance and Repair processes are contained in~~Section 12 of~~ this Agreement.

9.14 AIN Services

9.14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

9.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize ~~U S WEST's~~Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an individual case basis. The elements are also combined on an individual case basis to meet CLEC's request. Services developed through the ACS process can either be implemented in ~~U S WEST's~~Qwest's network or handed off to CLEC to be installed in its own network.

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its end users any AIN service that is deployed for CLEC utilizing the ACS process in ~~U S WEST's SCP. U S WEST~~Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. CLEC 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.

9.14.1.3 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. CLEC launches a query from an AIN capable switch over the SS7 network to the ~~U S WEST~~Qwest Signal Transfer Point (STP). This query is directed to ~~U S WEST's~~Qwest's SCP to collect data for the response to the originating switch.

9.14.2 Terms and Conditions

9.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, ~~U S WEST~~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 shall be established pursuant to the BFR process as described in ~~Section 17.~~this Agreement. The service is developed and tested in a ~~U S WEST~~Qwest lab environment. If the service is implemented in ~~U S WEST's~~Qwest's network, it goes through network

test prior to implementation.

9.14.2.2 AIN Platform Access (APA)

9.14.2.2.1 Prior to activation of the AIN feature, CLEC's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in ~~Section 9.13)~~this Section) that is transporting the AIN query.

9.14.2.2.2 ~~U S WEST~~Qwest will provide requirements for data load preparation and delivery by CLEC.

9.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. ~~U S WEST~~Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

9.14.2.2.4 Each end user line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its switch.

9.14.2.2.5 AIN Query Processing. ~~U S WEST~~Qwest will certify and test~~the~~ CLEC switch for AIN message transmission to assure quality performance as described in ~~Section 9.13. U S WEST~~this Section. Qwest and CLEC will test cooperatively.

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

9.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

9.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

9.14.4 Ordering

9.14.4.1 ACS is ordered on an individual case basis and is coordinated through the ~~U S WEST~~Qwest Account Manager and Product Manager. Due date intervals for the proposal phase are detailed below:

(a) Within five business days of an inquiry, ~~U S WEST~~Qwest will provide CLEC with the Service Request Form.

(b) Within ten business days of receiving the Service Request, ~~U S WEST~~Qwest will provide a written acknowledgment of receipt.

(c) Within 15 business days of acknowledgment, ~~U S WEST~~Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.

~~d) U S WEST~~(d) Qwest will be available to attend a Service Request Meeting within five business days of the completion of the assessment. The Service Request will be considered accepted once ~~U S WEST~~Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.

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

(f) Within 90 business days of end-user approval of the Service Evaluation, ~~U S WEST~~Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable due dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by ~~U S WEST~~Qwest end users.

9.14.4.4 Upon receipt of a complete and accurate LSR, ~~U S WEST~~Qwest will load CLEC records into the AIN database within ten days. ~~U S WEST~~Qwest will also establish translations at the STP to allow query access from CLEC switch within ten days.

9.14.4.5 Completion notification will be either by e-mail or by fax.

9.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

9.18 Additional Unbundled Elements

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

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled

loops~~, ancillary and finished services~~. When Qwest constructs to fulfill CLEC's request for unbundled loops,~~ ancillary and finished services,~~ Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in Section 19. When the CLEC orders the same or substantially similar service available to Qwest end user customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a tariff or where such charges would not be applied to a Qwest end user customer.

9.20 ~~Reserved for Future Use~~

9.20 Unbundled Packet Switching

Qwest shall provide CLEC with unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions.

9.20.1 Description

9.20.1.1 Unbundled Packet Switching provides the functionality of delivering packet data units via a virtual channel to a CLEC demarcation point. Unbundled Packet Switching includes use of a distribution loop and virtual transport facilities as well as the DSLAM and ATM electronics necessary to generate the virtual channel.

9.20.2 Terms and Conditions

9.20.2.1 CLEC may obtain unbundled packet switching only when all four of the following conditions are satisfied in a specific geographic area:

9.20.2.1.1 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.

9.20.2.1.2 There are no spare copper loops available capable of supporting the xDSL services the requesting carrier seeks to offer.

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a remote Qwest Premises but has not permitted CLEC to collocate its own DSLAM at the same remote Qwest Premises.

9.20.2.1.4 Qwest has deployed packet switching capability for its own use.

9.20.2.2 The demarcation point must be established in the central office housing the Qwest ATM switch serving the DSLAM of the end user customer to

which the CLEC is providing data services.

9.20.2.3 Qwest will provide CLEC with virtual channels at a physical network demarcation point such as a DSX-1 or DSX-3 in the central office in which the ATM switch is located.

9.20.2.4 The ATM virtual channels provided to CLEC shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T 1.371/ATM Forum.

9.20.2.5 CLEC must specify the number of virtual channels, the bit rate for each virtual channel, and the quality of service for each virtual channel. Qwest will commit to satisfy the request to the extent feasible. Qwest will provide CLEC with Unspecified Bit-Rate (UBR) for each channel, and a minimum bit rate.

9.20.2.6 Qwest will provision CLEC specified options as available for each virtual channel in its OSS

9.20.2.7 CLEC shall not have access to Qwest's Packet Network Management Systems.

9.20.2.8 CLEC shall provide the customer premises modem. Customer premises equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.

9.20.3 Rate Elements

9.20.3.1 Unbundled Packet Switch Customer Channel – This rate element includes the DSLAM functionality, virtual loop transport from the DSLAM to the Qwest Wire Center and virtual interoffice transport from the wire center serving the end-user customer to the wire center containing the ATM switch. Both a non-recurring rate and a recurring rate shall apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7 Mbps.

9.20.3.2 Unbundled Packet Switch Loop Capability – This element includes loop facilities between the Remote DSLAM and the end user customer premises will vary depending on the type of loop elements, which may be either a Dedicated Loop or Shared Loop.

9.20.3.3 Unbundled Packet Switch Interface Port - CLEC obtains the Unbundled Packet Switch Interface Port currently contained within Qwest's network. This port may be a DS1 or DS3 port on an ATM Switch allowing virtual channels to be connected and transmitted to the CLEC network.

9.20.4 Ordering Process

9.20.4.1 Prior to placing an order for unbundled packet switching, CLEC must have issued Qwest a Collocation Application or Collocation Forecast to place a DSLAM in a remote Qwest Premises containing a Qwest DSLAM a and been denied such access.

9.20.4.2 Prior to placing an order for Unbundled Packet Switch Customer Channel, CLEC must have established continuity between CLEC network and an Unbundled Packet Switch Interface Port.

9.20.4.3 The process for ordering Unbundled Packet Switching is manual and will be provisioned on an individual case basis (ICB. CLEC will place two orders via LSR:

9.20.4.3.1 Network Interface Order to establish connectivity between CLEC network and Qwest Unbundled Packet Switch Interface Port. CLEC must specify bandwidth requirement of DS1 or DS3. Qwest will combine transport UNE to Unbundled Packet Switch Interface Port.
9.20.4.3.2 Customer channel order to establish linkage between end-user customer equipment and Qwest's packet network. CLEC must specify remote DSLAM address, end-user customer address, quality of service requested, and bit-rate requested

9.20.5 Maintenance and Repair

Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest. Maintenance and Repair processes are contained in Section 12.

9.21 Reserved for Future Use

9.22 Reserved for Future Use

~~Section 9.23 has been replaced it its entirety~~

~~9.23 Unbundled Network Elements Combinations (UNE Combinations)~~

~~9.23.1 General Terms~~

~~9.23.1.1 U S WEST shall provide CLEC with non-discriminatory combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P), according to the following terms and conditions.~~

~~9.23.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly 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. U S WEST will, upon request, allow CLEC to access combinations of such unbundled network elements.

9.23.1.2.1 U S WEST will only provide combinations of those unbundled network elements that are currently on the FCC's then effective list of UNEs or are properly 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.

9.23.1.2.5 UNE Combinations will not be directly connected to a U S WEST finished service, whether found in a tariff or otherwise, without going through a collocation. Notwithstanding the foregoing, CLEC can connect its UNE Combination to U S WEST's Directory Assistance and Operator Services platforms.

9.23.1.2.6 If, at any time, a court, the FCC, the State Commission, or any other body of competent jurisdiction determines 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, temporarily or permanently, then the 252(d)(1) prices for elements in CLEC's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, U S WEST shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

9.23.2 Description

UNE Combinations are available in 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 CLEC desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CLEC may request access through the BFR Process set forth in CLEC's Agreement.

9.23.3 Terms and Conditions

~~9.23.3.1 U S WEST shall provide CLEC with non-discriminatory access to UNE Combinations, meaning: (a) of substantially the same quality as the comparable services that U S WEST provides service to its own retail end-users, (b) in substantially the same time and manner as the comparable service that U S WEST provides to its own retail end-users and (c) with a minimum of service disruption.~~

~~9.23.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC 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 or CLEC's Agreement.~~

~~9.23.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks are available to CLEC as a UNE Combination. UNE-P-PBX includes the following combination of unbundled network elements: DS1 capable loop, DS-1 PRI ISDN Trunk Port and Shared Transport. The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.~~

~~9.23.3.3.1 U S WEST will begin making UNE-P-PBX combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to PBX Trunk combinations according to the standard intervals set forth in Section 9.23.5~~

~~9.23.3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.~~

~~9.23.3.4.1 U S WEST will begin making UNE-P-DSS combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to UNE-P-DSS combinations according to the standard intervals set forth in Section 9.23.5.~~

~~9.23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC 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: Basic ISDN Capable~~

~~Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.~~

~~9.23.3.5.1 U S WEST will begin making UNE-P-ISDN combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to UNE-P-ISDN combinations according to the standard intervals set forth in Section 9.23.5.~~

~~9.23.3.6 "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits are available to CLEC as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. U S WEST will provide access to the following as a standard offering: UNE-PL-DS1 private line circuits are comprised of the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. The remaining standard offerings are under development. 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.~~

~~9.23.3.6.1 U S WEST will begin making Private Line Local Exchange UNE Combinations available to CLEC upon request beginning February 17, 2000. Until June 17, 2000, U S WEST will accept orders for such UNE Combinations on an Individual Case Basis. After this date, U S WEST will provide CLEC with access to Private Line Local Exchange UNE Combinations according to the standard intervals set forth in Section 9.23.5.~~

~~9.23.3.6.2 CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the 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 unless CLEC establishes to U S WEST that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user.~~

~~9.23.3.6.2.1 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE Combination if it utilizes~~

~~shared use billing, commonly referred to as ratcheting.~~

~~9.23.3.6.2.2 To find that a private line is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:~~

~~9.23.3.6.2.2.1 CLEC is the exclusive provider of an end user's local exchange service and the loop transport combination originates at a customer's premises and terminates at the CLEC's collocation arrangements.~~

~~9.23.3.6.2.2.2 CLEC provides local exchange and exchange access service to the end user and handles at least one-third (1/3) of the end user's local traffic measured as a percent of total end user lines; and for DS1 level and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at the CLEC's collocation arrangement; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment).~~

~~9.23.3.6.2.2.3 For the conversion of services to combinations of unbundled network elements, at least fifty percent (50%) of the activated channels are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic (measured based on the incumbent's local exchange calling area); and the entire loop facility has at least thirty-three~~

~~percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment.~~

~~9.23.3.6.2.3 There is a legal presumption that any and all Special Access circuits purchased out of federal tariffs are not available as UNE Combinations. If CLEC can establish to U S WEST through documentary and, if available, other evidence that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then U S WEST will convert the Special Access circuit to a UNE Combination. If after CLEC presents its evidence to U S WEST, CLEC and U S WEST disagree as to whether the special access circuit is carrying a Significant Amount of Local Exchange Traffic, CLEC can then go to the Commission at which time CLEC has the burden to establish to the Commission by a preponderance of the evidence that the special access circuit is carrying a "Significant Amount of Local Exchange Traffic". If CLEC meets its burden, the Special Access circuit will be converted to a UNE Combination. All rights of appeal will be preserved by both Parties.~~

~~9.23.3.6.2.4 U S WEST has the right to verify CLEC's actual usage on a representative sample of CLEC's private line circuits to determine the percentage of local exchange usage. If U S WEST can establish to CLEC through documentary and, if available, other evidence that such a 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 CLEC as a UNE Combination. If after U S WEST presents its evidence to CLEC, U S WEST and CLEC disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", U S WEST can then go to the Commission at which time U S WEST has the burden to establish to the~~

~~Commission by a preponderance of the evidence that the combination does not meet the requisite requirements is carrying less than a "Significant Amount of Local Exchange Traffic". If U S WEST meets its burden, the combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.~~

~~9.23.3.6.2.5 In order to confirm reasonable compliance with these requirements, U S WEST may perform periodic audits of CLEC's records according to the following guidelines:~~

~~a) U S WEST may, upon thirty (30) days written notice to a CLEC 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) CLEC shall make reasonable efforts to cooperate with any audit by U S WEST and shall collect, compile, maintain and, in connection with an audit, provide U S WEST with relevant records (for example, call detail records) for all traffic that has been transmitted over all loop/transport combinations subject to the audit. CLEC must maintain auditable records for at least twelve (12) months, or, in the event of an audit or dispute, until such audit or dispute is resolved, whichever is longer.~~

~~c) An independent auditor hired and paid for by U S WEST shall perform any audits, provided, however, that if an audit reveals that CLEC's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse U S WEST 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) U S WEST may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than twice in any calendar year, unless an audit finds noncompliance.~~

~~f) Audits conducted by U S WEST for the purpose of determining compliance with certification criteria are "over and above" any audit rights that U S WEST may have pursuant to an interconnection agreement between CLEC and U S WEST.~~

~~9.23.3.7 CLEC may request access to and, where appropriate, development of, additional UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement or CLEC'S Agreement.~~

~~9.23.3.8 The following terms and conditions are available for all types of UNE-P:~~

~~9.23.3.8.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of the CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and U S WEST customized routing service; and, if desired by CLEC, access to U S WEST Operator Services and Directory Assistance Service.~~

~~9.23.3.8.2 If U S WEST provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard U S WEST branding. CLEC 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 U S WEST. However, at the request of CLEC and where technically feasible, U S WEST will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions set forth in CLEC's Agreement.~~

~~9.23.3.8.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or~~

directory assistance platforms. CLEC 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 9.12.

9.23.3.8.4 U S WEST shall provide to CLEC, for CLEC's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). .U S WEST shall not be responsible for any failure of CLEC to provide accurate end-user information for listings in any databases in which U S WEST is required to retain and/or maintain end-user information. U S WEST shall provide CLEC's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). U S WEST shall use its standard process to update and maintain, on the same schedule that it uses for its end users, CLEC's end user service information in the ALI/DMS used to support E911/911 services. U S WEST assumes no liability for the accuracy of information provided by CLEC.

9.23.3.8.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for interLATA and intraLATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and U S WEST shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.8.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by the CLEC.

9.23.3.8.7 CLEC agrees to work in good faith with U S WEST, on all issues, including, if necessary, extending standard provisioning intervals, if CLEC orders and/or projects orders for more than 500 UNE-P lines in any one month.

9.23.3.9 If a retail contract or tariff agreement exists between U S WEST and the end user customer or reseller utilizing the 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 combination of elements is available for conversion into a UNE Combination.

9.23.3.10 If CLEC requests that an existing resale end-user be converted into a UNE Combination, the resale rate will continue to apply until the date U S WEST completes conversion of the order into UNE Combination pursuant to the standard provisioning intervals set forth in Section 9.23.5

~~9.23.3.11 CLEC shall provide U S WEST with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to CLEC's Agreement and this Amendment. The forecast shall be updated every six months for the first year of the contract and each November CLEC 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) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.~~

~~9.23.3.12 When end users switch from U S WEST to CLEC, or to CLEC 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.~~

~~9.23.3.13 In the event U S WEST terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall U S WEST be responsible for providing such notice to CLEC's end users. U S WEST shall only be required to notify CLEC of U S WEST's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.~~

~~9.23.3.14 CLEC, or CLEC'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. CLEC's end users contacting U S WEST will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Agreement shall be deemed to prohibit U S WEST from discussing its products and services with CLEC's end users who call U S WEST.~~

~~9.23.3.15 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, CLEC will not 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 as defined in Section 9.11.2.5.1.~~

~~**9.23.4 Rates and Charges**~~

~~9.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in CLEC's Agreement and Exhibit A for both recurring and non-recurring application.~~

~~9.23.4.1.1 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 CLEC's Agreement and Exhibit A.~~

~~9.23.4.1.2 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 CLEC's Agreement and Exhibit A.~~

~~9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, U S WEST will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by U S WEST, the Parties will abide by the adjusted rates on a going-forward basis.~~

~~9.23.4.3 CLEC 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. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by U S WEST end users.~~

~~9.23.4.4 CLEC shall pay U S WEST the PIC change charge associated with CLEC end user changes of interLATA or intraLATA carriers. Any change in CLEC's end users' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user.~~

~~9.23.4.5 If an end-user is served by CLEC through a UNE combination, U S WEST 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.~~

~~9.23.4.6 U S WEST shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.~~

~~**9.23.5 Ordering Process**~~

~~9.23.5.1 All UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in CLEC'S Agreement and in the UNE-P and UNE Combination Resource Guide.~~

~~9.23.5.2 Prior to placing an order on behalf of each end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in CLEC'S Agreement.~~

~~9.23.5.3 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. When the standard interval does apply, CLEC and U S WEST will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. CLEC and U S WEST can separately agree to due dates other than the standard interval.~~

~~9.23.5.4 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. This interval may be impacted by order volumes and load control considerations.~~

~~9.23.5.5 CLEC shall provide U S WEST 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.~~

~~9.23.5.6 When U S WEST'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, U S WEST will render its closing bill to the end user effective with the disconnection. If U S WEST is not the local service provider, U S WEST will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user, a new service provider, or CLEC request service be discontinued to the end user. U S WEST will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user moves to another service provider. U S WEST will not provide CLEC with the name of the other service provider selected by the end user.~~

~~9.23.5.7 For UNE Combinations, CLEC shall provide U S WEST and U S WEST shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.~~

~~**9.23.6 Billing**~~

~~U S WEST shall provide CLEC, 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 CLEC review.~~

~~**9.23.7 Maintenance and Repair**~~

~~9.23.7.1 U S WEST will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end users may not rearrange, move, disconnect or attempt to repair U S WEST facilities or equipment, other than by connection or disconnection to any interface between U S WEST and the end user, without the written consent of U S WEST.~~

Section 9.23 has been replaced in its entirety.

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 ~~.~~Qwest will, upon request, allow CLEC to access ~~pre-existing~~ combinations of unbundled network elements identified by the Federal Communications Commission in 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"). Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other applicable laws~~.~~ ~~Qwest shall not require CLEC to access UNE combinations defined as products in Sections 9.23.3.2 to 9.23.3.7 in conjunction with any other service or element unless specified in this agreement or unless technological changes make necessary a requirement to use such other service or element. Qwest shall not place use restrictions or other limiting conditions on access to UNE combinations except as specified in this agreement or required by existing rules.~~

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2.

9.23.1.2.2 UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise,

without going through a Collocation, unless otherwise agreed to by the parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected and functional without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is technically feasible;

9.23.1.5.2 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is technically feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If CLEC

desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC 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, all compatible Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.3 "UNE-P-PBX": Retail and/or resale PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX includes the following combination of unbundled network elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport and, if desired, all compatible Vertical Features. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.4 "UNE-P-DSS": Retail and/or Resale Digital Switched Service (DSS) are available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements:DS1 Capable Loop, Digital Line-Side Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC 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: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. In addition, vertical features not already associated with the BRI Line Side Switch are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: DS1 Capable Loop, PRI Trunk Port and Shared Transport. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.6. UNE-P-Centrex – UNE-P- Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport, Centrex Common Block and, if desired, the Centrex Features supported by the switch. Because of the numerous varieties of Centrex and the complexity of the products, CLEC must contact its account representative to arrange for ordering and processing of the appropriate variety of Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in 9.23.3.2.

9.23.3.6.2 Qwest will provide access to Customer Management System ("CMS").

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0~~, DS1, DS3~~through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in ~~Exhibit E~~Exhibit F. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

9.23.3.7.2.1 CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local exchange service and that the loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

9.23.3.7.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services.

9.23.3.7.2.3 CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under

which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as the CLEC continues to satisfy one of the three options set forth in Section 9.23.3.7.2 of this Agreement. CLEC must provide a service order converting the EEL to a Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

a) Qwest may, upon thirty (30) days written notice to a CLEC 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) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's unbundled loop-transport combination is configured to provide local exchange service in accordance with its certification.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC 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~~shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any calendar year, unless an audit finds noncompliance. . If an audit does find non-compliance, Qwest shall not exercise

its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an interconnection agreement between CLEC and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an interconnection agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office .

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two consecutive months for which data are available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be

converted to special access or private line rates within 30 days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this SGAT. While a dispute is pending resolution, the ~~status quo will be maintained~~status quo will be maintained and the EEL will not be converted to special access or private line rates. ~~The EEL shall not be converted to EEL or from EEL to special access or private line rates.~~

9.23.3.7.2.10 No private line or other unbundled loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other unbundled loop, including changes to eliminate shared use billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms of this Section 9.23.3.3. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of local exchange service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of loop and dedicated interoffice transport used for the purpose of connecting an end-user customer to a CLEC switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to end user customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of local exchange service to each end user customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the loop.

9.23.3.7.2.12.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address: http://www.uswest.com/carrier/guides/sig/index.html.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.8 Ordering

9.23.3.8.1 EEL-C is currently ordered using an LSR process.

9.23.3.8.2 CLEC will submit EEL-P orders using the ASR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One service order is required when CLEC orders Point-to-Point EEL. For Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate orders.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the loop connection between the end user customer premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations pursuant to the Bona Fide Request Process in CLEC's Agreement. In its BFR request, CLEC must identify the specific combination of UNEs , identifying each individual UNE by name as described in this Agreement.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (interLATA and intraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC 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. CLEC 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 CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's choice of name, in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC 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 that Section of the Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer 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 user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

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

9.23.3.11.6 Feature and interLATA or intraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.12 If a retail contract or tariff agreement exists between Qwest and the end user customer or reseller utilizing the 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 combination of elements is available for conversion into a UNE Combination.

9.23.3.13 CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination has been provisioned to CLEC as a combination, unless ~~it is not technically feasible to provision~~ a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available.

9.23.3.14 CLEC 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 this Agreement. The forecast shall be updated every six months for the first year of the contract and each November CLEC 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) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

9.23.3.15 When end user customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end user customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' 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. CLEC's end user customers contacting Qwest will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Agreement shall be deemed to prohibit Qwest from discussing its products and services with CLEC's end user customers who call Qwest.

9.23.3.18 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, CLEC will not request UNE-P where the following conditions exist: The end-user customer to be served with the UNE Combination

is an end-user customer with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined earlier in this UNE Section.

9.23.3.18.1 Access lines will be measured at the DS0 equivalent level.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in this Agreement and Exhibit A for both recurring and non-recurring application.

9.23.4.1.1 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 this Agreement and Exhibit A.

9.23.4.1.2 Nonrecurring charges will apply based upon the Existing Rules to recover the cost to Qwest of provisioning the UNE Combination and providing access to the UNE Combination. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of interLATA or intraLATA carriers. Any change in CLEC's end user customers' interLATA or intraLATA carrier must be requested by CLEC on behalf of its end user customer.

9.23.4.5 If an end-user customer is served by CLEC 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 customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the UNE-P and UNE Combination Resource Guide. The following is a high-level description of the ordering process:

9.23.5.1.1 Step 1: Order a customized amendment from your account team representative. In limited circumstances where a contract already includes UNE combinations, CLECs may order combinations without amendments. However, the details must be worked out with the account team, so that the remaining steps of this process will occur.

9.23.5.1.2 Step 2: Sign amendment or begin negotiations.

9.23.5.1.3 Step 3: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 4: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 5: Allow 3 -4 weeks for accurate loading of UNE combination rates to the Qwest billing system.

9.23.5.1.6 Step 6: After account team notification, place UNE combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.uswest.com/wholesale/productsServices/irrg/une_p_c.html

9.23.5.2 Prior to placing an order on behalf of each end user customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogs, CLEC and Qwest will use the standard provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to due dates other than the standard interval.

9.23.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. The date the LSR or ASR 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.

9.23.5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

9.23.5.6 When Qwest's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider. Qwest will not provide CLEC with the name of the other service provider selected by the end user customer.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (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 customer sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end user customers 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 customer, without the written consent of Qwest