

**EXHIBIT LN-2 TO THE
DIRECT TESTIMONY OF
LYNDALL NIPPS
ON BEHALF OF
tw telecom**

INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN
QWEST CORPORATION
AND
TIME WARNER TELECOM OF WASHINGTON LLC
FOR THE STATE OF WASHINGTON**

TABLE OF CONTENTS

SECTION 1.0 - GENERAL TERMS	1
SECTION 2.0 - INTERPRETATION AND CONSTRUCTION	4
SECTION 3.0 - CLEC INFORMATION	6
SECTION 4.0 - DEFINITIONS	8
SECTION 5.0 - TERMS AND CONDITIONS	28
5.1 GENERAL PROVISIONS	28
5.2 TERM OF AGREEMENT	29
5.3 PROOF OF AUTHORIZATION	29
5.4 PAYMENT	30
5.5 TAXES	32
5.6 INSURANCE	32
5.7 FORCE MAJEURE	33
5.8 LIMITATION OF LIABILITY	33
5.9 INDEMNITY	34
5.10 INTELLECTUAL PROPERTY	35
5.11 WARRANTIES	38
5.12 ASSIGNMENT	38
5.13 DEFAULT	39
5.14 DISCLAIMER OF AGENCY	39
5.15 SEVERABILITY	39
5.16 NONDISCLOSURE	39
5.17 SURVIVAL	42
5.18 DISPUTE RESOLUTION	42
5.19 CONTROLLING LAW	44
5.20 RESPONSIBILITY FOR ENVIRONMENTAL CONTAMINATION	45
5.21 NOTICES	45
5.22 RESPONSIBILITY OF EACH PARTY	46
5.23 NO THIRD PARTY BENEFICIARIES	46
5.24 RESERVED FOR FUTURE USE	47
5.25 PUBLICITY	47
5.26 EXECUTED IN COUNTERPARTS	47
5.27 COMPLIANCE	47
5.28 COMPLIANCE WITH THE COMMUNICATIONS ASSISTANCE LAW ENFORCEMENT ACT OF 1994	47
5.29 COOPERATION	47
5.30 AMENDMENTS	47
5.31 ENTIRE AGREEMENT	48
SECTION 6.0 – RESALE	49
6.1 DESCRIPTION	49
6.2 TERMS AND CONDITIONS	49
6.5 BILLING	56
6.6 MAINTENANCE AND REPAIR	56
6.7 COMMINGLING OF RESOLD SERVICES WITH UNBUNDLED NETWORK ELEMENTS AND COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS	56
SECTION 7.0 - INTERCONNECTION	57

5.24 Reserved for Future Use

5.24.1 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same Instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

5.30.1 Except as otherwise specifically provided in Sections 1.7 and 2.2, either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar

notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any Instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any Instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if the CLEC End User Customer requests a service change at the time of installation.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing Information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.