

**ASSIGNMENT
AND
AMENDMENT
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
QWEST CORPORATION
AND
MCI WORLDCOM COMMUNICATIONS, INC.
FOR THE STATE OF WASHINGTON**

This Assignment and Amendment ("Assignment and Amendment") is made and entered into by and among Qwest Corporation ("Qwest"), MCI WORLDCOM Network Services, Inc., ("MCI Network"), and MCI WORLDCOM Communications, Inc. ("MCI Communications") f/k/a MFS Intelenet, Inc. Qwest, , MCI Network and MCI Communications may be referred to individually as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to an Asset Purchase Agreement dated September 24, 2001, and closed December 3, 2001 ("Asset Purchase Agreement"), MCI Network purchased certain Rhythms NetConnections, Inc. ("Rhythms") interconnection agreements and related agreements for the State of Washington ("Rhythms ICA") that govern the Rhythms' collocations and related assets located in the State of Washington listed on Exhibit A, attached hereto and made a part hereof (the "Rhythms Assets");

WHEREAS, pursuant to the Stipulation and Order Approving Terms of Assumption and Rejection of Agreements With Certain Incumbent Local Exchange Carriers, issued by the United States Bankruptcy Court Southern District of New York, and dated October 11, 2001 (the "Stipulation") the Parties agreed to certain terms and conditions to allow MCI Network to assume the Rhythms ICA and continue operating the Rhythms Assets;

WHEREAS, Qwest acceded to the assignment or transfer of the Rhythms ICA and Rhythms Assets to MCI Network;

WHEREAS, MCI Communications, f/k/a MFS Intelenet, Inc. and Qwest are the current parties to an Interconnection Agreement originally entered into between MFS Intelenet, Inc. and U S WEST Communications, Inc. and approved by the Washington Utilities and Transportation Commission (the "MFS Agreement") whereby MCI Communications operates certain collocation and other assets (the "MFS Assets");

WHEREAS, MCI Network desires to assign the Rhythms ICA to MCI Communications, and MCI Communications desires to assume the Rhythms ICA;

WHEREAS, the initial term of the MFS Agreement expired, but remains in full force and effect until a new agreement becomes effective between the parties;

WHEREAS, following assignment of the Rhythms ICA to MCI Communications, the Parties wish to terminate the Rhythms ICA and permit MCI Communications to continue to operate the Rhythms Assets under the terms and conditions of the MFS Agreement;

WHEREAS, MCI Communications desires to operate the Rhythms Assets under the Rhythms' ACNA until such time as MCI Communications chooses to use a different ACNA pursuant to the terms of the Stipulation and MCI Communications also desires to continue to operate the MFS Assets under the MFS ACNA; and

WHEREAS, Qwest and MCI Communications desire to amend the MFS Agreement to enable MCI Communications to opt into the line sharing language of the Qwest Statement of Generally Available Terms ("SGAT").

NOW, THEREFORE, for and in consideration of the premises, mutual promises and covenants contained in this Assignment and Amendment, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

The Parties affirm and acknowledge that the recitals set forth above are true and correct and are incorporated into this Assignment and Amendment by reference. The Parties acknowledge that they are entering into this Assignment and Amendment only in order to effect the terms of the Stipulation. The Parties further agree that, other than the Amendment described below, no provision of this Assignment and Amendment shall be interpreted to impose on either Party any obligation beyond what is required by the Stipulation.

A. ASSIGNMENT

1. Assignment. MCI Network hereby assigns, transfers and conveys unto MCI Communications, all of MCI Network's right, title and interest to and under the Rhythms ICA (the "Assigned Agreement") and MCI Network hereby delegates to MCI Communications all of MCI Network's obligations under the Assigned Agreement.

2. Assumption. MCI Communications hereby accepts such assignment and expressly assumes each and every term, covenant and condition of the Assigned Agreement and covenants to perform all of the duties and obligations of MCI Network under the Assigned Agreement. Subject to the terms and conditions of the Stipulation, MCI Communications agrees to be liable to Qwest under the Assigned Agreement as if MCI Communications had first entered into the Assigned Agreement as of the effective dates of the Assigned Agreement.

3. Conditional Consent. Qwest hereby consents to the assignment of the Assigned Agreement from MCI Network to MCI Communications provided MCI Network and MCI Communications shall comply with the following conditions:

No later than thirty (30) days after the Effective Date of this Assignment and Amendment, MCI Communications shall pay to Qwest all amounts that have accrued from September 24, 2001 through the Effective Date. The parties agree and acknowledge that any services either existing or ordered by MCI Communications on or after September 24, 2001 for the Rhythms Assets or

the MFS Assets shall be charged using the rates and payment provisions under the MFS Agreement. Because MCI Communications may already have made certain payments to Qwest using the rates and payment provisions attached to the Rhythms ICA, Qwest will, within 90 days after the Effective Date, reconcile those amounts that MCI Communications has paid to Qwest with the applicable rates under the MFS Agreement, which Qwest. Any underpayment will be charged to MCI Communications and shall be payable by MCI Communications to Qwest in accordance to payment provisions under the MFS agreement, following submission of invoice by Qwest. Any overpayment will be credited to MCI Communications on the next month's invoice. Neither Party shall be entitled to any interest on any such underpayment or overpayment.

Qwest's consent to the assignment shall not constitute consent to any future assignment by MCI Communications and shall not waive any rights of Qwest under the Assigned Agreement.

Qwest's consent shall become effective as of the Effective Date.

B. CONTINUING INTERCONNECTION RELATIONSHIP

1. **Termination of Rhythms ICA** The Parties agree that the Rhythms ICA shall terminate on the Effective Date. From and after the Effective Date, the terms of the Rhythms ICA shall be superseded in their entirety by the MFS Agreement and shall have no binding effect on any Party.

2. **Treatment of Rhythms Assets**. The Parties agree that, as of the Effective Date, the Rhythms Assets shall be operated under the terms and conditions of the MFS Agreement as hereby and otherwise amended.

3. **ACNAs**.

a. **Rhythms ACNA**. The Parties agree to allow MCI Communications to operate the Rhythms Assets under the Rhythms ACNA until such time as MCI Communications chooses to use a different ACNA. Any work order placed by or service request made by MCI Communications for the Rhythms Assets shall reference the Rhythms Billing Account Number, Rhythms Contract Number and Rhythms ACNA.

b. **MFS ACNA**. The Parties agree to allow MCI Communications to operate the MFS Assets under the MFS ACNA, consequently any work order placed by or service request made by MCI Communications for the MFS Assets shall reference the MFS Billing Account Number, MFS Contract Number and MFS ACNA.

c. **Change of ACNA**. If, pursuant to the Stipulation, MCI Communications elects to change the ACNA for the Rhythms Assets, MCI Communications shall pay any reasonable and necessary charges applied by Qwest which are associated with accomplishing the change in ACNA in accordance with the Stipulation and consistent with Qwest's standard interconnection procedures including but not limited to the procedures associated with a change of responsibility.

d. **Limitation on Liability**. Qwest shall have no liability, responsibility or obligation if, in placing a work order, MCI Communications references an incorrect billing account number, ACNA or contract number for the assets for which service is ordered. Qwest has made a good faith effort to implement a process to allow a single entity, MCI

Communications, to operate 2 ACNAs under 2 identical agreements. Qwest shall not, under any circumstances be required to, or agree to, develop a process to allow MCI Communications to operate 2 ACNAs under a single agreement. If MCI Communications desires to enter into a single agreement or otherwise operate 2 ACNAs under a single agreement, MCI Communications acknowledges that Qwest will treat such a request as a change of responsibility under Qwest's standard interconnection procedures and MCI Communications hereby agrees to comply with such procedures.

C. AMENDMENT

Qwest and MCI Communications agree to amend the MFS Agreement to add terms and conditions which adopts the line sharing language from the Qwest SGAT attached as Exhibit B, attached hereto and made a part hereof, and the rates attached as Exhibit C, also attached hereto and made a part hereof. The adopted line sharing language and rates in Exhibits B and C, shall supersede any contrary line sharing language and rates contained in the MFS Agreement.

D. EFFECTIVE DATE:

This Assignment and Amendment shall be deemed effective upon approval by the Washington Utilities and Transportation Commission the ("Effective Date").

E. FURTHER AMENDMENTS:

Except as modified herein, the provisions of the MFS Agreement shall remain in full force and effect. Neither the MFS Agreement nor this Assignment and Amendment may be further amended or altered except by written instrument executed by an authorized representative of both Qwest and MCI Communications.

IN WITNESS WHEREOF, the Parties intending to be legally bound have executed this Assignment and Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

MCI WORLDCOM COMMUNICATIONS, INC. QWEST CORPORATION

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

**MCI WORLDCOM NETWORK SERVICES,
INC.**

Authorized Signature

Printed Name

Title

Date

EXHIBIT A

RHYTHMS ASSETS

Type	EO CLLI	END OFFICE NAME	CAGE CLLI	BVAPP	CONST BAN
AUG	BLLVWAGL	BELLEVUE - GLENCO	BLLVWAGLHG2	BVWV78964-COL	C0WLC84
NEW	BLLVWAGL	BELLEVUE - GLENCO	BLLVWAGLHG2	BVWV59106-COL	C9WLC32
AUG	BLLVWAGL	BELLEVUE - GLENCO	BLLVWAGLHG2	BVWV76819-COL	C0WLVAE
AUG	BLLVWASH	BELLEVUE - SHERWO	BLLVWASHHG5	BVWV78739-COL	C0WLPBB
NEW	BLLVWASH	BELLEVUE - SHERWO	BLLVWASHHG5	BVWV46643-COL	C8WLP40
AUG	BLLVWASH	BELLEVUE - SHERWO	BLLVWASHHG5	BVWV76810-COL	C0WLVD
AUG	RNTNWA01	RENTON	RNTNWA01HG3	BVWV78737-COL	C0WLPBD
NEW	RNTNWA01	RENTON	RNTNWA01HG3	BVWV46649-COL	C8WLP41
AUG	RNTNWA01	RENTON	RNTNWA01HG3	BVWV76825-COL	C0WLVAH
AUG	STTLWA05	SEATTLE - ATWATER	STTLWA05HG6	BVWV78727-COL	C0WLPBG
NEW	STTLWA05	SEATTLE - ATWATER	STTLWA05HG6	BVWV46104-COL	C8WLP34
AUG	STTLWA05	SEATTLE - ATWATER	STTLWA05HG6	BVWV76831-COL	C0WLVAJ
AUG	STTLWADU	SEATTLE - DUWAMIS	STTLWADUHG4	BVWV79102-COL	C0WLPBX
NEW	STTLWADU	SEATTLE - DUWAMIS	STTLWADUHG4	BVWV46108-COL	C8WLP36
AUG	STTLWADU	SEATTLE - DUWAMIS	STTLWADUHG4	BVWV78098-COL	C0WLVC
AUG	STTLWA03	SEATTLE - EAST	STTLWA03HG5	BVWV78734-COL	C0WLPBE
NEW	STTLWA03	SEATTLE - EAST	STTLWA03HG5	BVWV46045-COL	C8WLP32
AUG	STTLWA03	SEATTLE - EAST	STTLWA03HG5	BVWV76785-COL	C0WLV99
NEW	STTLWALA	SEATTLE - LAKEVIE	STTLWALAHG2	BVWV46116-COL	C8WLP38

AUG	STTLWALA	SEATTLE - LAKEVIE	STTLWALAHG2	BVWV78721- COL	C0WLPBK
AUG	STTLWALA	SEATTLE - LAKEVIE	STTLWALAHG2	BVWV76807- COL	C0WLVAC
AUG	STTLWA01	SEATTLE MUTUAL	STTLWA01HG7	BVWV79099- COL	C0WLPBV
NEW	STTLWA01	SEATTLE MUTUAL	STTLWA01HG7	BVWV42853- COL	C8WLP27
AUG	STTLWA01	SEATTLE MUTUAL	STTLWA01HG7	BVWV76786- COL	C0WLVAA

EXHIBIT B - Washington

Line Sharing

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 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 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 POTS service must be provided to the end user by Qwest

1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the Network Elements to transport data from Qwest Remote Terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology. Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.

2. Terms and Conditions

2.1 General

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 Qwest Switch in that Wire Center. CLEC must provide the end user with, and is responsible 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.

2.1.2 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.

2.1.3 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.

2.1.4 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 C. 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.

2.1.5 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 of the MFS Agreement; 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.

2.2 CLEC Collocation Area Splitter

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 of the MFS Agreement, CLEC will either purchase the POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.

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 Exhibit C of this Amendment.

2.2.3 Two (2) ITPs and two (2) 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 (1) 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.

2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided Splitter, depending on whether CLEC elects to use an ICDF or direct connections.

2.2.4.1 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.

2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided 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 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 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 the Collocation Section of the MFS Agreement. To minimize CLECs cost, to the extent feasible, Qwest shall consolidate CLECs requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest. Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.

2.2.5 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

2.3 Common Area Splitter Collocation

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 DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) on the COSMIC™/MDF, where space is available on the COSMIC™/MDF and priced on an ICB basis, 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 the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS Splitters. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining 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.

2.3.2 Two (2) ITPs and four (4) 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 (1) 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 the Collocation

Section of the MFS Agreement.

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.

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, or at the ICDF, where the data Port is cabled to existing CLEC Collocation tie cable.

3. Line Sharing Deployment

3.1 New applications for installation of POTS Splitters will be processed in the manner outlined in the Collocation Section of the MFS Agreement for Cageless or Common Collocation.

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.

3.3 Augmentation intervals will be thirty (30) Day) Days, subject to the following terms and conditions identified below:

3.4 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.

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 days period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

4. Rate Elements

4.1 Recurring Rates for Shared Loop

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

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

4.2 Nonrecurring Rates for the Shared Loop

4.2.1 Basic Installation Charge for Shared Loop – A nonrecurring charge for each Shared Loop installed will apply.

4.2.2 If CLEC requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit C 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 C to recondition the Loop.

4.3 Nonrecurring Rates for Tie Cable Reclassification

4.3.1 Reclassification Charge – A nonrecurring 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 re-stenciling, and any other work performed between CLEC's Collocation and the intermediate distribution frame required to provision Line Sharing.

4.4 Nonrecurring Rates for Maintenance and Repair

4.4.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied.

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 nonrecurring charge will apply in accordance with Exhibit C.

4.5 Rates for Common Area Splitter Collocation

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 nonrecurring charges.

4.5.2 POTS Splitter Charge – A nonrecurring 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.

4.5.3 Engineering – A nonrecurring 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™.

4.6 POTS Splitter TIE Cable Connections Charge – A nonrecurring 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 one hundred (100) pair between the POTS Splitter and the intermediate distribution frame or Splitter bay.

4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit C. 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 C 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.

5. Ordering Process

5.1 Shared Loop

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 following website: : <http://www.qwest.com/wholesale/pcat/>. CLEC will determine, in its sole discretion, 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. CLEC shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service CLEC seeks to provide.

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) form one (1) 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.

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.

5.1.3.1 Qwest will test for electrical faults (e.g., opens, and/or foreign voltage) on Shared Loops as part of basic installation. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF.

5.1.4 Qwest will provision the Shared Loop within the standard unbundled Loop Provisioning interval as defined in Exhibit C.

5.1.5 CLEC shall not place initial orders for Shared Loops until all infrastructure 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. Upon CLEC request at any time, including before placing an order, Qwest will arrange for a wire center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

5.1.6 Prior to placing an LSR for Shared Loop, CLEC must obtain authorization from the End User Customer in accordance with the MFS Agreement.

5.2 Common Area Splitter Collocation

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

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.

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.

5.3 TIE Cable Reclassification

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.

6. Repair and Maintenance

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.

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 and is entitled to test the entire frequency range of the Loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

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.qwest.com/wholesale/pcat/>. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

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.

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.

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. Testing will be done in such a way as to endure circuit integrity from the Central Office Demarcation Point to the MDF. 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.

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.

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.

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 in its March 31, 1999 Order in CC Docket No. 98-147.

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