

ARBITRATED AGREEMENT FOR
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY
SERVICES, AND RESALE OF TELECOMMUNICATIONS
SERVICES PROVIDED BY

QWEST CORPORATION

FOR

INLAND TELEPHONE COMPANY

IN THE STATE OF WASHINGTON

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SECTION 1.0 - GENERAL TERMS

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1.2 This Agreement is effective upon the approval of the Commission, and is between Inland Telephone Company (a "Competitive Local Exchange Carrier" or "CLEC"), a Washington corporation, that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for each Party's particular purposes, including Qwest's purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. This Agreement is between CLEC, in its capacity as a CLEC and not as to any of its actions, services or operations as an "Incumbent Local Exchange Carrier" and Qwest the Local Exchange Carrier, and not Qwest in its capacity as an Interexchange Carrier (IXC).

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements ("UNEs"), Ancillary Services and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Washington (the "State") for purposes of providing local Telecommunications Services. Qwest shall provide such Interconnection, UNEs, Ancillary Services and Telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder. This Agreement is available for the term set forth herein.

1.4 CLEC also operates as an ILEC operating outside of Qwest's service territory and Qwest and CLEC have previously jointly provisioned a facility between them which is used for the exchange of traffic between Qwest and CLEC's ILEC operations, and Qwest and CLEC wish to use that facility to provision trunking for the exchange of traffic between Qwest and CLEC.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 If the Commission orders, or Qwest chooses to offer and CLEC desires to purchase new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the Statement of Generally Available Terms and Conditions (SGAT) or a Tariff, Qwest will notify CLEC of the availability of these new services through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the applicable product questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, CLEC agrees to abide by those terms and conditions on an interim basis by executing the Interim Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale web site that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept intervals longer than those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N -O.¹

1.7.2.1 Notwithstanding any other provision in this Agreement, the intervals in Exhibit C may be shortened pursuant to the Change Management Process (CMP) without requiring the execution or filing of any amendment to this Agreement.²

1.7.3 Phase out process. If Qwest desires to phase-out the provision of an element, service or functionality included in this agreement, it must first obtain an Order from the Commission approving its process for withdrawing the element, service or functionality. Obtaining such a Order will not be necessary if Qwest (1) promptly phases-out an element, service or functionality from the agreements of all CLECs in Washington within a three-month time period when the FCC has

¹ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 20).

² Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 20).

ordered that the element, service or functionality does not have to be ordered, or (2) follows a phase-out process ordered by the FCC.³

1.8 The Parties shall comply with Section 252(i) of the Act and any related FCC rule(s).

1.9 If at any time while this Agreement is in effect, Qwest provides, pursuant to the terms of any effective Tariff, services, Interconnection or Network Elements at rates, terms, or conditions different from those available under this Agreement, then CLEC may, at its discretion, substitute the Tariff's rates, terms and conditions in whole or in part, in place of the relevant rates, terms and conditions in this Agreement. CLEC may exercise this option by following the process set forth in Section 1.8 of this Agreement. CLEC's election of Tariff terms shall be handled pursuant to the same rules governing adoption of Interconnection Agreement terms pursuant to Section 252(i) of the Act.

1.9.1 Separate from such adoption, CLEC may choose to place orders from a Qwest Tariff. If CLEC does so, but does not choose to incorporate such Tariff terms into this Agreement, such orders shall be governed by the Tariff terms and conditions. When ordering from a Qwest Tariff, if the ordering process used by CLEC and the information contained in the order are both the same as for orders placed under this Agreement, Qwest may not be able to recognize that the order is made under a Qwest Tariff. If Qwest is not able to recognize that distinction, CLEC and Qwest will mutually agree to a process by which CLEC orders placed under a Qwest Tariff can be distinguished by Qwest as being placed under a Qwest Tariff rather than under this Agreement.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

³ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 95).

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards.

2.1.1 At various places in this Agreement, there are references to specific sections of Exhibit A. If, after the Effective Date of this Agreement, the numbering in Exhibit A changes as the result of a cost docket or other proceeding or an agreement of the Parties, the numbering change will not affect the substance of those provisions (i.e., the numbering may change, but the meaning of the provision remains the same). If numbering changes are extensive enough to cause confusion or for other reason the parties desire an amendment, either Party may request an amendment to the Agreement to modify the cross references to Exhibit A in the terms of this Agreement to reflect the revised numbering in Exhibit A.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest 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, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood

that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. **Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting⁴ amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date.⁵** While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

⁴ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 25).

⁵ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 30).

SECTION 3.0 - CONTACT INFORMATION AND CLEC QUESTIONNAIRE

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. The Parties shall complete Qwest's "New Customer Questionnaire," as it applies to CLEC's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New Customer Questionnaire":

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if CLEC plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if CLEC plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify CLEC identification codes;

Determine Qwest system requirements to support CLEC's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and CLEC contact lists; and

Identify CLEC hours and holidays.

3.2.2 CLECs that have previously completed a Questionnaire need not fill out another New Customer Questionnaire; however, CLEC will update its existing New Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

3.3 Upon request, CLEC and Qwest shall exchange contact and escalation lists for inquiries and problem resolution under this Agreement. The lists, which are not confidential, shall reflect contact personnel, including vice presidential-level officers. Qwest and CLEC shall exchange at least the name, department title, telephone number, email address, and facsimile number for each Person on the lists. CLEC and Qwest will exchange up-to-date lists as reasonably necessary.

3.3.1 As also described in Qwest's Expedites and Escalations Overview posted on Qwest's web site, escalations can be initiated for any issue, at anytime, and at any escalation point.

3.3.2 Escalation procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates or any other party.

3.4 Intentionally Left Blank.

SECTION 4.0 - DEFINITIONS

NOTE: In this Agreement, the Parties have attempted to use capitalization to indicate when a term is defined. Capitalization is relevant to, but not alone determinative of, the Parties' intended use or meaning of a term.

"Access Service Request" or "ASR" means the industry guideline forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between CLEC and Qwest for Local Interconnection Service.

"Access Service(s)" refers to the interstate and intrastate Switched Access Service and private line transport services offered for the origination and/or termination of interexchange traffic.

"Access Tandem Switch" is a Switch used to connect End Office Switches to Interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

"Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

"Advanced Services" refers to high speed, switched, broadband, wireline Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology.

"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another Person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.

"AMI T1" is a transmission system sometimes used on Loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commission, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

"Application Date" or "APP" means the date CLEC provides Qwest an application for service containing required information as set forth in this Agreement.

"ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable Interoperability and Interconnection for Telecommunications products and services. ATIS Standards and

Guidelines, as well as the standards of other industry fora, are referenced herein.

"Augment" or "Collocation Augment" means additions or changes to a previously accepted Collocation arrangement (i.e., the original or existing Collocation). Acceptance of the original or existing Collocation takes place upon Qwest turnover upon completion of the work and CLEC's final payment for the original or existing Collocation. After completion of the Collocation and CLEC's final payment, additions or changes to that original or existing Collocation are Augments.

"Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

"Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

"Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

"Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which CLEC delivers Automatic Location Identification (ALI) data for CLEC Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

"Automatic Number Identification" or "ANI" is the Billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

"Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

"Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched Telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched Telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, Directory Assistance and operator services.

"Bill Date" means the date on which a Billing period ends, as identified on the bill.

"Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process

claims and adjustments.

"Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

"Bona Fide Request" or "BFR" shall have the meaning set forth in Section 17.

"Bridged Tap" means the unused sections of a twisted pair subtending the Loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

"Building" for the purpose of the DS1 and DS3 Loop caps described in Section 9.2, shall mean an area under one or more roofs, occupied by one or more Customers, served by Qwest facilities through a single terminal owned or controlled by Qwest through which telecommunications services enter the structure and are subsequently routed. A Building with a single terminal would be considered one Building, while a Building with multiple terminals would be considered multiple Buildings. In multi-tenant environments (MTE), a campus with multiple Buildings and one terminal would be considered one Building.

"Business Line" means a Qwest-owned switched access line used to serve a business End User Customer, whether by Qwest itself or by a competitive LEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "Business Lines".

"Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another End User Customer's Basic Exchange Telecommunications Service line.

"Call-Related Databases" are defined as databases, other than Operations Support Systems, that are used in signaling networks for Billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-Related Databases include the calling name database, 911 database, E911 database, Line Information Database, toll free calling database, Advanced Intelligent Network databases, and downstream number portability databases by means of physical access at the Signaling Transfer Point linked to the unbundled databases.

"Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling Party. Reference Qwest Technical Publication 77342 and other applicable Qwest technical publications, if any.

"Carrier" or "Common Carrier" See Telecommunications Carrier.

"Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum

(OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

"Central Office" means a Building or a space within a Building where transmission facilities or circuits are connected or switched.

"Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to:

"End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

"Tandem Office Switches" - CLEC End Office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch. Nothing in this definition alters the bill and keep arrangement described in Section 7.3.1 of this Agreement. If the Parties have not already agreed that CLEC's switches meet the definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. In addition, Qwest "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for Exchange Access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

"Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

"Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

"Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the Billing number of the calling Party. Charge Number frequently is not the Calling Party Number (CPN).

"Centrex" shall have the meaning set forth in Section 6.2.2.9.

"Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to Qwest Unbundled Network Elements.

"Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

"Commission" means the State regulatory agency with lawful jurisdiction over Telecommunications Services.

"Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

"Commingling" means connecting, attaching, or otherwise linking an Unbundled Network Element (UNE), or a Combination of UNEs, to one or more facilities or services that a CLEC has obtained at wholesale from Qwest, or the combining of a UNE or a Combination of UNEs, with one or more such wholesale facilities or services. "Commingle(d)" means the act of Commingling.

"Commission-Approved Wire Center List" means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies Wire Center Tier Designation(s).

"Common Channel Signaling" or "CCS" means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 (SS7) is currently the preferred CCS method.

"Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

"Competitive Local Exchange Carrier" or "CLEC" is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC). Before submitting a request to Qwest to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, a CLEC must have an approved Interconnection agreement with Qwest.

"Confidential Information" shall have the meaning set forth in Section 5.16.

"Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

"Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

"Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area (LATA). Features include, but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

"Current Service Provider" means the Party from which an End User Customer is planning to switch its local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).

"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

"Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

"Customer Usage Data" means the Telecommunications Service usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by Qwest AMA equipment and forwarded to CLEC.

"Dark Fiber" shall have the meaning set forth in Section 9.7.1.

"Day" means calendar days unless otherwise specified.

"Dedicated Transport" means Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by requesting telecommunications Carriers (entrance facility), including, but not limited to, DS1, DS3, and OCn-capacity level services, as well as Dark Fiber, dedicated to a particular End User Customer or Carrier. Dedicated Transport is also described in Section 9.

"Demarcation Point" means the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, premises owner or landlord ownership or control of facilities begin.

"Design Change" is a change in circuit design after Engineering Review required by a CLEC supplemental request to change a service previously requested by CLEC. An Engineering Review is a review by Qwest personnel of the service ordered and the requested changes to determine what change in the design, if any, is necessary to meet the changes requested by CLEC. Design Changes may include a change in the type of Network Channel Interface (NCI code) on pending orders and changes in End User Customer address within the same Serving Wire Center requiring changes to facilities or terminations. Design Change does not include modifications to records without physical changes to facilities or services, such as changes in the circuit reference (CKR) (i.e., the circuit number assigned by CLEC) or Service Name (SN) (i.e., the name of the End User Customer at a circuit location).

"Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

"Desired Due Date" means the desired service activation date as requested by CLEC on a service order.

"Dialing Parity" shall have the meaning set forth in Section 14.1.

"Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not

denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (demultiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

"ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

"HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

"HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

"IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-

directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 Kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and

protocol to send or receive data files.

"Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

"End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two or more Carriers.

"Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

"Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, State and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

"Exchange Access (IntraLATA Toll)" as used in Section 7 is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC. "Exchange Access" as used in the remainder of this Agreement shall have the meaning set forth in the Act

"Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" or "Exchange Service (EAS/Local)" means traffic that is originated and terminated within the same Local Calling Area as determined for Qwest by the Commission.

"FCC" means the Federal Communications Commission.

"Fiber-Based Collocator" means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center Premises; and (3) is owned by a party other than Qwest or any Affiliate of Qwest, except as set forth in this definition. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated

as non-Qwest fiber-optic cable. Two or more affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For purposes of this definition, the term "Affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in that title.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

"Grandparent(ed)(ing)" shall have the same meaning as "grandfather(ed)(ing)" as used in FCC and Commission orders and Qwest and CLEC Tariffs.

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

"High Capacity Loop" shall mean a Loop of DS1 or higher capacity, and is further described in Section 9.

"Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to" and "without limitation," regardless of whether one or both of these phrases is used, and regardless of whether the term "include" or "including" are capitalized.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

"Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end

digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

"Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access Service Traffic.

"Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and CLEC for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

"Interconnection Entrance Facility" is the transport between a Party's POI and the other Party's Wire Center serving that POI.

"Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

"InterLATA Traffic" describes Telecommunications between a point located in a Local Access Transport and Area (LATA) and a point located outside such area.

"IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

"Interoperability" means the ability of a Qwest OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with CLEC's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

"Jointly Provided Switched Access Service" or "Jointly Provided Switched Access" is defined and governed by the FCC and state access Tariffs, CLEC Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) or SECAB Guidelines, and is not modified by any provisions of this Agreement.

"LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX Code shown in the LERG from one Carrier to another Carrier.

"Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

"Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

"Local Access Transport Area" or "LATA" is as defined in the Act.

"Local Calling Area" is as defined for Qwest by the Commission.

"Local Exchange Carrier" or "LEC" means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier

insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

"Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

"Local Interconnection Service or "LIS" Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's Switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

"Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

"Local Number Portability" or "LNP" shall have the meaning set forth in Section 10.2.1.1.

"Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

"Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

"Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

"Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

"Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

- aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

- disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

- aggregates a specified number of signals or channels to fewer channels (concentrating);

- performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

- in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

"Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

"Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

"Maintenance of Service Charge" is a charge that relates to trouble isolation. Maintenance of Service Charges are set forth in Exhibit A. A Maintenance of Service Charge or Trouble Isolation Charge, when applicable under the terms of this Agreement, will be charged only when Qwest dispatches a technician. Basic Maintenance of Service Charges apply when the technician performs work during normal business hours. Overtime Maintenance of Service Charges apply when the technician performs work on a business day, but outside normal business hours, or on a Saturday. Premium Maintenance of Service Charges apply when the technician performs work on either a Sunday or Qwest recognized holiday.

"Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

"Meet Point" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

"Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs. See Section 7.5.

"Mid-Span Meet" means an Interconnection between two (2) networks, designated by two Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

"Miscellaneous Charges" mean cost-based charges assessed as described in this Agreement. Miscellaneous Charges are listed in Exhibit A.

"Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an Access Service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

"Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under

the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for Access Service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

"N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

"National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

"Near Real Time" means that Qwest's OSS electronically receives a transaction from CLEC, automatically processes that transaction, returns the response to that transaction to CLEC in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between Qwest's and CLEC's OSS application, the processing time for Qwest's representatives should be the same as the processing time for CLEC's representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

"Network Element" is a facility or equipment used in the provision of Telecommunications service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

"Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

"Network Interface Device" or "NID" is a Network Element that includes any means of Interconnection of Customer premises wiring to Qwest's Distribution plant, such as a cross connect device used for that purpose.

"New Service Provider" means the Party to which an End User Customer switches its local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).

"911 Service" shall have the meaning set forth in Section 10.3.1.

"911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. §251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

"North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

"North American Numbering Plan" or "NANP" means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA Code (commonly referred to as the area code) followed by a 3-digit NXX Code and 4-digit line number.

"Number Portability Administration Center" or "NPAC" means one of the seven regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the 50 states, the District of Columbia and the U.S. territories in the North American Numbering Plan Area.

"Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E, and F digits of a 10 digit telephone number within the NANP.

"Operational Support Systems" or "OSS" shall have the meaning set forth in Section 12.

"Ordering and Billing Forum" or "OBF" means the Telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

"Originating Line Information Parameter" or "OLIP" is a CCS SS7 signaling parameter that identifies the line class of service (i.e., originating screening and routing translation).

"P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

"Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

"Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its

Affiliates or to any other party.

"Party" means either Qwest or the CLEC identified in Section 1.2 of this Agreement and "Parties" means Qwest and the CLEC identified in Section 1.2 of this Agreement.

"Percent Local Usage" or "PLU" is a calculation which represents the ratio of the EAS/local minutes to the sum of EAS/local and all other minutes sent between the Parties over Local Interconnection Trunks.

"Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

"Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

"Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

"Physical Collocation" shall have the meaning set forth in Section 8.1.

"Pole Attachment" shall have the meaning set forth in Section 10.8.1.

"Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including an ILEC and CLEC). The POI is that point where the exchange of traffic takes place.

"Point of Presence" or "POP" means the Point of Presence of an IXC.

"Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side Port is typically associated with one or more telephone numbers that serve as the Customer's network address.

"POTS" means plain old telephone service.

"Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

"Premises" refers to Qwest's Central Offices and Serving Wire Centers; all Buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, Buildings and structures.

"Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site: <http://www.qwest.com/wholesale/pcat/>

"Project Coordinated Installation" allows CLEC to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

"Proof of Authorization" ("POA") shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

"Proprietary Information" shall have the same meaning as Confidential Information.

"Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports. The term "Provisioning" includes installation.

"Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

"Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

"Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXC's and CMRS providers that use the NANP in connection with the provision of switched services.

"Ratcheting" means a pricing mechanism that involves Billing a single circuit at multiple rates to develop a single, blended rate. "Ratchet" means the act of Ratcheting.

"Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center; and 2) the corresponding geographic area which is associated with one or more particular NPA-NXX Codes which have been assigned to a LEC for its provision of Telephone Exchange Service.

"Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for Provisioning by the RFS date.

"Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

"Remote Premises" means all Qwest Premises other than Qwest Wire Centers or adjacent to

Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

"Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as Digital Loop Carriers, fiber hubs, DSLAMs, etc.

"Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

"Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer's future use.

"Route" means a transmission path between one of Qwest's Wire Centers or Switches and another of Qwest's Wire Centers or Switches. A Route between two points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "Route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Routine Network Modification(s)" means those activities of the type that Qwest regularly undertakes for its own End User Customers. Routine Network Modifications include, but are not limited to, rearrangement or splicing of cable (including rearrangement of existing pairs to include fiber hub counts); adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attachment of electronics (except for building a Loop from scratch by trenching or pulling cable). This includes activities needed to enable CLEC to light UDF-IOF. Routine Network Modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable and installing equipment casings. Routine Network Modifications do not include the installation of new aerial or new buried cable for CLEC.

"Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

"Selective Router" means the equipment necessary for Selective Routing.

"Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries. Selective Routing may also be used for other services.

"Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

"Service Creation Environment" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

"Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

"Service Management Systems" or "SMS" are defined as computer databases or systems not part of the Public Switched Network that interconnect to the Service Control Point and send to the Service Control Point information and call processing instructions needed for a network Switch to process and complete a telephone call, and provide a Telecommunications Carrier with the capability of entering and storing data regarding the processing and completing of a telephone call.

"Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state specific number.

"Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

"Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

- 1) Message Transfer Part (MTP), which provides functions for basic routing of signaling messages between signaling points;
- 2) Signaling Connection Control Part (SCCP), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;
- 3) Integrated Services Digital Network User Part (ISUP), which provides for transfer of call setup signaling information between signaling points; and
- 4) Transaction Capabilities Application Part (TCAP), which provides for transfer of non-circuit related information between signaling points.

"Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query Call-Related Databases. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

"Small Exchange Carrier Access Billing" or "SECAB" means the ATIS/OBF guidelines for the preparation of access bills provided by non-CABS BOS exchange Carriers. The OBF Billing Committee maintains the SECAB document.

"Special Request Process" or "SRP" shall have the meaning set forth in Exhibit F.

"Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of crosstalk noise from each other. Spectrum Compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the

requirements for the specific transmission system.

"Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

"Stand-Alone Test Environment" or "SATE" shall have the meaning set forth in Section 12.2.9.3.2.

"Subloop" shall have the meaning set forth in Section 9.3.1.1.

"Suspended Lines" means subscriber lines that have been temporarily disconnected.

"Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches and Remote Switching Modules. Switches may be employed as a combination of End Office/Tandem Switches.

"Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

"Switched Access Service Traffic", as specifically defined in Qwest's interstate Switched Access Service Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

"Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association (ECSA) for the American National Standards Institute ("ANSI").

"Tariff" refers to the applicable tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws, whether the Tariff is a Qwest retail Tariff or a CLEC Tariff. "Qwest retail Tariff" or "Qwest Tariff" refers to the applicable Qwest interstate Tariffs and State Tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws. "CLEC Tariff" refers to the applicable CLEC Tariffs, price lists, and price schedules that have been approved or are otherwise in effect pursuant to applicable rules and laws.

"Technically Feasible" or "Technical Feasibility". Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of Technical Feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the

Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

"Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the Exchange Service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

"TELRIC" means Total Element Long-Run Incremental Cost.

"Tier 1 Wire Center" means those Qwest Wire Centers that contain at least four (4) Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Center" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least three (3) Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Center" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free (i.e., 800-like) service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data,

related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events (e.g., pre-order inquiry and response) are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Transit Traffic" is defined as any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

"Triennial Review Remand Order" means the Federal Communication Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"UNE Combination", "Unbundled Network Element(s) Combination(s)" or "Combination of Unbundled Network Elements [or "UNEs"]" means a combination of two (2) or more Unbundled Network Elements.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a Building or space within a Building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a Building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. A Wire Center also denotes the location of a Qwest local switching facility containing one or more Central Offices, as defined in the Appendix to part 36 of chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all End User Customers served by a given Wire Center are located.

"Wire Center Docket" means Commission Docket No. UT-053025 entitled "In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC's Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-approved wire center list, and the Commission approves addition of wire center(s) to the list.

"Wire Center Tier Structure" or "Wire Center Tier Designation(s)" or "Tier Classifications" refers to the classifications of Tier 1 Wire Centers, Tier 2 Wire Centers, and Tier 3 Wire Centers.

"Wired and Office Tested Date" or "WOT" means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

"Work Locations" means any real estate that CLEC or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Intentionally Left Blank.

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party, in a manner consistent with industry practices, may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstated as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in Section 5.1.3.1, such as low level noise or other interference, the other Party shall provide written notice within five (5) Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide written notice within fifteen (15) Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against CLEC for services, facilities, Unbundled Network Elements, ancillary services and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE Combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective on the date set forth in the Section 1.2. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire three (3) years from the Effective Date.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in full force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. The Agreement will terminate on the date a successor Agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if CLEC so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA) as required by applicable federal and State law, as amended from time to time.

5.3.2 The Parties shall make POAs available to each other upon request in the event of

an allegation by an End User Customer of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein. Nothing in this Section 5.3 shall be deemed to allow a Party to delay or deny a carrier change.

5.4 Payment and Deposit

5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) Days after the date of invoice, or within twenty (20) Days after receipt of the invoice, whichever is later (Payment Due Date). If the Payment Due Date is not a business day, the payment shall be due the next business day.

5.4.1.1 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account or by check. At least thirty (30) Days prior to the first transmission of data and information for payment of Connectivity Charges, Qwest and CLEC shall provide each other the name and address of its bank, its account and routing number and to whom payments for Connectivity Charges should be made payable, if this information has not been previously provided. If such banking information changes, each Party shall provide the other Party at least sixty (60) Days written notice of the change and such notice shall include the new banking information. The Parties will render payment via EFT or by check. CLEC will provide Qwest with one address to which such payments shall be rendered and Qwest will provide to CLEC with only one address to which such payments shall be rendered. In the event CLEC receives multiple Connectivity Bills from Qwest which are payable on the same date, CLEC may remit one payment for the sum of all Connectivity Bills payable to Qwest's bank account specified in this subsection.

5.4.2 **One Party may discontinue processing orders for relevant services for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within thirty (30) Days following the Payment Due Date⁶ ("Non-Compliance").⁷ The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's Non-Compliance⁸ continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice.⁹ Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to Section 5.4.5. The Billing Party shall resume order processing without unreasonable delay upon receipt of full payment of all charges, and payment of a deposit, if any, for the relevant services not disputed in good faith under this Agreement. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or**

⁶ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶¶ 42, 43).

⁷ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 18 (¶ 29)

⁸ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 18 (¶ 29)

⁹ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶¶ 42, 43).

equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 **The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date¹⁰ ("Non-Compliance").¹¹ For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. **If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's Non-Compliance¹² continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice.**¹³ For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.**

5.4.4 For Billing disputes refer to Section 21 of this Agreement.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other for the first time, based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not established satisfactory credit with the other Party according to the previous sentence or the Party is Repeatedly Delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly Delinquent" means payment of any undisputed¹⁴ amount received more than thirty (30) Days after the Payment Due Date, **three (3) or more times during a twelve (12) month period¹⁵** on the same Billing account number. The deposit may not exceed the estimated total

¹⁰ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶¶ 47, 48).

¹¹ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 18 (¶ 29).

¹² Ordered by the Washington Commission in Docket No. UT-063061 Order No. 18 (¶ 29).

¹³ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶¶ 47, 48).

¹⁴ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 52) (deletion).

¹⁵ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 18 (¶ 39).

monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.¹⁶

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the expiration of the term of the Agreement, CLEC termination of the Agreement, or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing (including Qwest transfer of relevant exchanges to any unaffiliated party as described in Section 5.12.2), the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 Intentionally Left Blank.¹⁷

5.4.8 Late Payment Charges. If either Party fails to remit payment for any undisputed Connectivity Charges by the payment Due Date, or if a payment or any portion of a payment is received by either Party after the payment Due Date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty may be assessed. The late payment charge shall be calculated based on the undisputed portion of the payment not received by the payment date times the lesser of (i) one and one half percent (1½%) per month or (ii) the highest rate which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges. For disputed Connectivity Charges see Section 21.8.

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be

¹⁶ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 59) (deletion).

¹⁷ Ordered by the Washington Commission in Docket No. UT-063061 Order No. 16 (¶ 64).

for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its Affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the Premises, including coverage for independent contractor's protection (required if any work will be subcontracted), Premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 Business automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Until such time as CLEC desires to order Collocation pursuant to this Agreement, CLEC shall maintain Umbrella/Excess Liability insurance in an amount of \$1,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$2,000,000.

5.6.1.4.1 At such time as CLEC desires to order Collocation pursuant to this Agreement, CLEC shall increase its Umbrella/Excess Liability insurance to an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations outside of the scope of this Agreement, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages (if the Parties agree or if found by the Commission to be a Force Majeure Event), power blackouts, volcanic action, other major environmental disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without the Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the QPAP should not be counted against the limit provided for in this Agreement.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan or any penalties associated with Docket No. UT-991358.

5.8.3 Intentionally Left Blank.

5.8.4 Nothing contained in this Section 5.8 shall limit either Party's liability to the other for (i) willful or intentional misconduct (including gross negligence), (ii) repeated breach of any one or more of its material obligations under this Agreement, or (iii) bodily injury, death or damage to real or tangible personal property due to the other Party's negligent acts or omissions. Additionally, nothing in this Section 5.8 shall limit remedies available under applicable statutes, rules and regulations

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Intentionally Left Blank.

5.8.7 All remedies prescribed in this Agreement, or otherwise available, are cumulative and not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement. While the Parties may elect remedies from those available at law, in equity, or under the terms of this Agreement, and such remedies may be cumulative, the Parties shall not use their election of remedies to secure a double recovery of damages.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an Indemnitee) from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the Indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by gross negligence or intentional misconduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

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5.9.1.4 Intentionally Left Blank.

5.9.2 The indemnification provided herein shall be conditioned upon:

5.9.2.1 The Indemnified Party shall promptly notify the Indemnifying Party of any action taken against the Indemnified Party relating to the indemnification. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

5.9.2.2 If the indemnifying Party wishes to defend against such action, it shall give written notice to the indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

5.9.2.3 In no event shall the Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and State rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other

Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the Parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and State law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify CLEC immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying CLEC from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to CLEC.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way Affiliated with the other or its Affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its Affiliates; 3) the

other Party and its Affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its Affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the Network Elements it uses to provide service to its End User Customers, provided it does not represent the Network Elements as originating from the other Party or its Affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 For purposes of resale only and notwithstanding the above, unless otherwise prohibited by Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of Qwest Services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause End User Customers to believe that CLEC is Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval.

5.10.6.5 If Qwest determines that CLEC's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

5.10.7 Qwest and CLEC each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to CLEC in writing (i) the

name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license within ten (10) business days of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate, an entity under its common control, in connection with a merger or reorganization involving a Party or to a purchaser of (i) all or substantially all of the capital stock of a Party or (ii) all or substantially all of a Party's assets (except as provided in Section 5.12.2) without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End User Customers that a CLEC serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from notice to CLEC of the completion of such a transfer or until such later time as the Commission may direct pursuant to the Commission's then-applicable statutory authority to impose such responsibilities either as a condition of the transfer or under such other State statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between CLEC and the transferee with respect to the transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement. The Party making the assignment shall notify the Commission sixty (60) Days in advance of the effective date of the assignment. 5.12.3. Nothing in this Section is intended to restrict CLEC's rights to opt into Interconnection Agreements under §252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party may seek relief in accordance with the Dispute resolution provision of this Agreement.¹⁸ The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.¹⁹ To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party's withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.

5.14 Disclaimer of Agency

5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Non-disclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked

¹⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶¶ 47-48) (deletion).

¹⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶¶ 47-48) (deletion).

at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. The receiving Party may not alter the disclosing Party's ownership, control, or use of the disclosing Party's information by marking or declaring it to be "Confidential" or "Proprietary". If only a portion of information provided to the receiving Party is Proprietary Information, the disclosing Party will distinguish Proprietary Information from non-Proprietary Information, unless doing so is unreasonably burdensome. A Party who receives Proprietary Information via an oral communication may request and, if Proprietary, shall receive a written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request and, if Proprietary, shall receive written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification within thirty (30) Days after the information is disclosed. The receiving Party shall, from that time forward, treat such information as Proprietary Information. To the extent permitted by Applicable Law, either Party may disclose to the other proprietary or confidential Customer, technical or business information.

5.16.2 Upon request by the disclosing Party, the receiving Party shall return or destroy (upon the disclosing Party's request or agreement) all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

5.16.4 Unless otherwise agreed in writing, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) is or becomes publicly known through no wrongful act of the receiving Party; or
- c) is rightfully received from a third Person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

- d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e) is disclosed to a third Person by the disclosing Party without similar restrictions on such third Person's rights; or
- f) is approved for release by written authorization of the disclosing Party; or
- g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders, unless prohibited by law from giving such notice; or
- h) is a root cause analysis of a Maintenance and Repair event or acknowledgement of mistake in processing order.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, State or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of InterLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Without in any way limiting either Party's obligations under Section 5.16.3, both Parties shall comply with Applicable Laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. **Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution.**²⁰ Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement to the Commission, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that Qwest provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise under this Agreement, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 is optional and not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the

²⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 68).

requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, if the Parties agree to arbitrate a dispute pursuant to Section 5.18.3.1, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy obtained before such decision is reached.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal Dispute resolution proceedings, each Party shall within seven (7) Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet (in person or by telephone), and negotiate, in good faith, to resolve the Dispute. If a Party indicates in the Resolution Request that expedited treatment is necessary, the time period for designating a representative and conducting negotiations may be expedited to meet the needs of the requesting Party. The Parties intend that these negotiations be conducted by business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such shorter or longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may pursue all remedies, including if desired requesting that the Dispute be settled by arbitration. Notwithstanding the foregoing time periods, a Party may request that the Dispute be settled by arbitration two (2) Days after the Resolution Request pursuant to the terms of Section 5.18.3.1.

5.18.3.1 **Optional Arbitration procedure.** If the Parties agree to arbitrate the Dispute pursuant to the terms of this Section, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million (\$5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates Dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area if Qwest initiates the arbitration; in the Minneapolis metropolitan area if CLEC initiates the arbitration; or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate. If the Parties agree to arbitrate pursuant to this Section and do not agree to other procedures, the following procedures will apply:

5.18.3.1.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.1.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.1.3 Arbitrator's Decision.

5.18.3.1.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.1.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.1.3.3 CLEC may submit a copy of any final and binding arbitration decision to the Commission.

5.18.3.1.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such

negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, in writing, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the Dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, for obtaining compliance with the Dispute resolution process set forth herein, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than three (3) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by State and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the state law of Washington. It shall be interpreted solely in accordance with applicable federal law and the state law of Washington.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, State and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation

Director – Wholesale Contracts
1801 California Street, 24th Floor
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-965-3527
Email: intagree@qwest.com

With copy to:

Qwest Law Department
Associate General Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202
Phone: 303-383-6553
Email: Legal.Interconnection@qwest.com

CLEC:

James K. Brooks
Treasurer/Controller
Inland Telephone Company
103 S Second Street, Box 171
Roslyn, WA 98941
Phone: 509-649-2211
Email: jbrooks@inlandnet.com

With copy to:

Richard A. Finnigan
Law Office of Richard A. Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512
Phone: 360-956-7001
Email: rickfinn@localaccess.com

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own

expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or Personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

5.24 Intentionally Left Blank.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery 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 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 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.

5.29.2 If, at any time, CLEC believes that a Qwest employee has engaged in unlawful behavior with respect to CLEC, CLEC may report the incident to the account team in writing, describing in detail, all facts upon which CLEC's belief is based. Qwest will investigate the allegations, and within three (3) business days after Qwest has received written notification from CLEC of the allegations, inform CLEC that the matter is being investigated. Qwest will keep CLEC informed throughout the investigation and will advise in writing of the investigation outcome. Due to confidentiality issues, Qwest may not be in a position to disclose all of the findings to CLEC. However, Qwest will provide non-confidential findings.

5.30 Amendments

5.30.1 Except as otherwise provided in this Agreement, the provisions of this Agreement may not be amended, modified or supplemented unless executed in writing and signed by an authorized representative of both Parties. In addition, no course of dealing or performance or failure of a Party to strictly enforce any provision of this Agreement shall be construed as an amendment, modification, supplement to, or waiver of any such provision. By entering into this Agreement neither Party waives any rights granted to them pursuant to the Act.

5.30.2 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) Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute resolution provisions of this Agreement.

5.31 Entire Agreement

5.31.1 This Agreement (including amendments, if any) constitutes the entire agreement between Qwest and CLEC. Other than this publicly filed Agreement, Qwest and CLEC have no agreement or understanding, written or oral, that modifies or is inconsistent with the terms and conditions of this Agreement, except as described in, and subject to, Section 5.31.1.1.

5.31.1.1 The Parties have entered into the following Qwest Platform Plus ("QPP") agreements, which have been previously approved by the Commission and which are to remain operative in conjunction with this Agreement according to the terms and conditions therein. They are: Qwest Master Services Agreement (MSA); Service Exhibit 1 - Qwest Platform Plus Service; Attachment A to Service Exhibit 1 - Performance Targets for Qwest QPP Service; Qwest Platform Plus (QPP) Rate Sheet; Qwest Platform Plus (QPP) Rate Page - Port Rate Increases; Batch Hot Cut Process. Each Party reserves its rights with respect to whether the above agreements are subject to Sections 251 and 252 of the Act where the Commission has not already so made that determination. If the Commission asks the Parties to provide copies of these agreements along with this Agreement, the Parties will do so, subject to this reservation of rights, within ten (10) business days, or such other timeframe as set by the Commission.

SECTION 6.0 – RESALE

6.1 General Terms

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Services that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, catalog, price list, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling. In the event that Qwest ceases to file Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings with the Commission, Qwest shall continue to make such information for those Telecommunications Services offerings that are available to CLECs for resale by updating its resale PCATs on the Qwest wholesale web site for CLECs or by other such published information.

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to CLEC for resale by CLEC, the Parties also acknowledge that CLEC is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, CLEC shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A.

6.2 Additional General Terms

6.2.1 Qwest shall offer introductory training on procedures that CLEC must use to access Qwest's OSS at no cost to CLEC. If CLEC asks Qwest personnel to travel to CLEC's location to deliver training, CLEC will pay Qwest's reasonable travel related expenses. Qwest may also offer to CLEC other training at reasonable costs. See Section 12.1.3.2.2.

6.2.2 Services available for resale under this Agreement may be resold only to the same class of End User Customer to which Qwest sells such services where such restrictions have been ordered or approved by the Commission. Such restrictions are listed below in this Section 6.2.2.

6.2.2.1 Promotional offerings of ninety (90) Days or less are available for resale. Such promotions are available for resale under the same terms and conditions that are available to Qwest retail End User Customers, with no wholesale discount. Should Qwest re-offer any promotion for a sequential ninety (90) Day or less promotion period following the initial ninety (90) Day or less promotion period, then the initial and subsequent promotion(s) will be available to CLEC for resale with any applicable wholesale discount.

6.2.2.2 Market Trials of ninety (90) Days or less are not available for resale.

6.2.2.3 Residential services and Lifeline/Link-up services are available only to the same class of End User Customer eligible to purchase these services from Qwest.

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service (E911/911 Service) is provided with each Local Exchange Service line resold by CLEC whenever E911/911 Service would be provided on the same line if provided by Qwest to a Qwest retail End User Customer.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced Services and Information Services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. CLEC may take assignment of Qwest's retail End User Customer's existing CSAs and; 1) such assignments shall not trigger any otherwise applicable early termination charges; and 2) CLEC shall pay the full retail rate that would have been paid by the retail End User Customer for the remaining term of the assigned CSA. Should CLEC early terminate a CSA that was assigned to CLEC by a Qwest retail End User Customer, then any early termination charges included in the original CSA shall apply to CLEC. Nothing in this Agreement shall affect any obligation of any Qwest retail End User Customer that early terminates, but does not assign a CSA to CLEC, including payment of any early termination charges.

6.2.2.8 Grandparented services are available for resale by CLEC to existing End User Customers of the Grandparented product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and Provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office Switch. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office Switch when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office Switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e., Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated

based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office Switch) meet CLEC facilities (inside wire). In a multi-tenant Building, Qwest may bring facilities directly to a single Point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant Building. Should Qwest bring service to multiple floors or offices within a multi-tenant Building each floor or office with a separate CLEC facilities termination point is considered a location. A CLEC with multiple Buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. A CLEC with Centrex station lines from multiple Central Office Switches, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as a CLEC location for the termination of Centrex station lines.

6.2.2.10 Private line service for Special Access ordered from Qwest's FCC No. 5 Tariff is available for resale but not at a wholesale discount. Private line service used for other than Special Access and not ordered from Qwest's FCC No. 1 Tariff is available for resale at a wholesale discount.

6.2.2.11 Intentionally Left Blank.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to End User Customers must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its Affiliates, other Resellers, and Qwest's retail End User Customers. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan. Reimbursement will be further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount.
- b) Qwest shall only be liable to provide service credits in accordance with

the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of CLEC;

- c) Reserved for Future Use;
- d) Reserved for Future Use;
- e) Reserved for Future Use; and
- f) Reserved for Future Use.

6.2.3.2 Fines and Penalties - Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

- a) Qwest's service credits to CLEC shall be subject to the wholesale discount.
- b) Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of CLEC;
- c) Reserved for Future Use;
- d) Reserved for Future Use; and
- e) Reserved for Future Use.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 Intentionally Left Blank.

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by Applicable Law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages Directory Listing for each main telephone number belonging to CLEC's End User Customer based on End User Customer information provided to Qwest by CLEC. Qwest will place CLEC's End User Customers' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Services. Additional terms and conditions with respect to Directory Listings are described in Section 10 and Section 15 of this Agreement.

6.2.8 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 such information. Qwest shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by CLEC, and CLEC assumes no liability for the accuracy of information or routing provided by Qwest. Additional information on listings and E911/911 is contained in Section 10 of this Agreement

6.2.9 If Qwest provides and CLEC accepts Qwest's Directory Assistance Services or operator services for CLEC's resold Local Exchange Service lines, such Directory Assistance and/or operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Services, and 10.7 for operator services.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. CLEC and Qwest shall follow all Applicable Laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA and IntraLATA PIC change requests.

6.2.11 When End User Customers switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest properly terminates the Provisioning of any resold services to CLEC for any reason, 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 will provide notice to CLEC of Qwest's termination of a resold service on a timely basis as contained in Sections 5.4.2 and 5.4.3 and consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access Service, the appropriate access charges pursuant to its then effective Switched Access Service Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic Local Exchange Service as set forth in Qwest's exchange and network services Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail End User Customers. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.2.15 For the purpose of Resale, Qwest, to the extent technically feasible, will provide Customized Routing. Such Customized Routing will include routing to CLEC's Operator

Services or Directory Assistance platform. Qwest and CLEC will amend this Agreement pursuant to Section 5.30 with respect to rates and terms for Customized Routing.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only, unless the Commission orders otherwise.

6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to End User Customers, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and State rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for CLEC End User Customer changes of Interexchange or IntraLATA Carriers. Any change in CLEC's End User Customers' Interexchange or IntraLATA Carrier must be requested by CLEC on behalf of its End User Customer, and Qwest will not accept changes to CLEC's End User Customers' Interexchange or IntraLATA Carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its End User Customers pursuant to Section 21.

6.3.6 Miscellaneous Charges applicable to services ordered for resale by CLEC will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that CLEC will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, CLEC may dispute the charges in accordance with Section 21.8,

and Qwest shall make appropriate bill adjustments or, if CLEC has paid the charges, provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, catalogs, price lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, catalogs, price lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, catalog, price list, or other retail Telecommunications Services offerings.

6.3.10 Product-specific non-recurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's End User Customers. Such non-recurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 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 shall inform its end users that they are end users of CLEC for resold services. CLEC's end users contacting Qwest in error will be instructed to contact CLEC; and Qwest's end users contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's end users contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's end users who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those end users who would like to do so. (See also Section 12.1.5.)

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (Billing, listing and other information), installation, repair, maintenance and post-installation servicing, as described in Section 12. Qwest's procedures are described in the Qwest PCAT available on Qwest's public web site located at <http://www.qwest.com/wholesale/>. Information shall be provided using Qwest's designated Local Service Request (LSR) format which may include the LSR, End User Customer and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End User Customers. The installation, Provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in Section 12 of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate End User Customer listing information including initial and updated information for Directory Assistance Services, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Services, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's new local service provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of End User Customer moving to a new local service provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If a CLEC that currently provides resold service to an End User Customer, or if End User Customer's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date End User Customer receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the End User Customer.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the End User Customer, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement.

6.4.8 Due Date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End User Customers.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to

repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at CLEC's End User Customer's premises, other than by connection or disconnection to any interface between Qwest and the End User Customer's facilities, without the written consent of Qwest.

6.6.2 Maintenance and Repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in Sections 12.1.5 of this Agreement.

6.6.4 When CLEC requests that Qwest perform trouble isolation with CLEC, a trouble isolation charge (TIC) charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the TIC charge. No charges shall apply if CLEC indicates trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any TIC charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

6.6.4.1 Upon request by either Party, CLEC and Qwest will schedule a joint repair appointment. CLEC and Qwest technicians will meet at the agreed upon location at the scheduled time. If the Qwest technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the Qwest network, Qwest will credit CLEC the TIC Charge, or if Maintenance of Service Charges apply (for designed services) the Maintenance of Service Charge or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, Qwest will charge, and CLEC will not dispute, the TIC charge or, if Maintenance of Service Charges apply, the Maintenance of Service Charge and the dispatch charge associated with that technician dispatch.

6.7 For Commingling, see Section 24.

SECTION 7.0 - INTERCONNECTION

Nothing in Sections 7, 10 or 13 of this Agreement shall be construed to require, mandate or in any way lead to a change in the existing Directory Assistance, Operator Services and 911 trunking and associated service arrangements of CLEC, including, but not limited to, Directory Assistance, Operator Services and 911 trunking and associated service arrangements obtained through or from its ILEC operations.

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of mutual transfer of Exchange Service (EAS/Local) traffic, Exchange Access (IntraLATA Toll) traffic and the exchange of local Transit Traffic and Jointly Provided Switched Access (InterLATA Traffic and IntraLATA Toll Traffic) traffic. If both Parties do not intend to originate and terminate Exchange Service (EAS/Local) traffic to and from the other, then Section 7 of this agreement does not apply. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the line-side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band Signaling Transfer Points necessary to exchange traffic at these points and access Call-Related Databases, and (vi) points of access to Unbundled Network Elements. Interconnection at the foregoing points is provided for in Sections 7 and 9 of this Agreement. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access (IntraLATA Toll) traffic at points (ii) and (iii) described above. Interconnection, Qwest's product which is currently named "Local Interconnection Service" ("LIS") is provided for the purpose of connecting the Trunk Sides of the Parties' Switches for the exchange of Exchange Service (EAS/Local) traffic; or for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. New or continued Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own, any Affiliate's or any other Carrier's End User Customers.

7.1.1.1 Notwithstanding specific language that may be in other sections of this Agreement, Qwest shall provide to CLEC Interconnection at least equal in quality to that provided by Qwest to itself, to any subsidiary, Affiliate, or any other party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.1.2 If CLEC elects to use one-way trunks to exchange Exchange Service and Exchange Access (IntraLATA Toll) traffic, then Qwest shall interconnect to the CLEC network (i.e., establish a POI) for the delivery of Exchange Service and Exchange Access (IntraLATA Toll) traffic originating on the Qwest network.

7.1.1.3 Each Party will be responsible (including financial responsibility) for providing all of the facilities and engineering of its network on its respective side of each POI. Nothing in this Section 7.1.1.3 shall alter or limit Section 7.3.1.2 regarding mutual charges relating to Local Interconnection Service (LIS) trunking.

7.1.1.4 Intentionally Left Blank.

7.1.1.5 In order to fulfill its obligations to provide Interconnection, Qwest may self-provision its network requirements, or it may purchase services from a third party, such as special access, site license arrangements, signaling, or other components required to bring its originating traffic to the POI. Nothing in this Section 7.1.1.5 shall relieve Qwest from the terms, conditions, and standards applicable under this Agreement.

7.1.2 Methods of Interconnection

Qwest shall provide Interconnection at any Technically Feasible point, by any Technically Feasible means at locations where CLEC interconnects with Qwest. The Parties shall establish at least one Point of Interconnection in Qwest territory in each LATA where CLEC has local Customers. The Parties may use one or more of several methods to transport Interconnection traffic from their respective originating Switch to the POI. Those methods include, but are not limited to, construction of owned transport, use of existing owned transport, and use of transport leased from a third party. The CLEC has the right to choose the POI if the CLEC chooses two-way trunking. In addition, a Party may choose the POI for its originating traffic when one-way trunking is used. Qwest's ability to choose the POI for its one-way trunking shall not be construed to expand CLEC's obligation to interconnect beyond the requirements set forth in Section 251(a) of the Act. Methods of Interconnection include the following:

7.1.2.1 Interconnection Entrance Facility. An Interconnection Entrance Facility obtained pursuant to this Agreement is the transport between a Party's POI and the other Party's Wire Center serving that POI. Interconnection may be accomplished through the provision of a DS1 or DS3 Interconnection Entrance Facility. When Qwest provides an Interconnection Entrance Facility, it extends from the Qwest Serving Wire Center to CLEC's Switch location or any Technically Feasible POI chosen by CLEC. Interconnection Entrance Facilities may not extend beyond the area served by the Serving Wire Center. When Qwest provides an Interconnection Entrance Facility, Interconnection Entrance Facilities may not be used for Interconnection with Unbundled Network Elements. The rates for Interconnection Entrance Facilities are provided in Exhibit A for one-way trunking associated with the applicable Ancillary Services set forth in Section 10.

7.1.2.2 Private Line

7.1.2.2.1 Qwest's Private Line Transport Service (provided pursuant to Qwest Tariff) is available as a method of transporting CLECs Interconnection traffic when CLEC uses such Private Line Transport service for multiple services. When CLEC uses Private Line in this manner, no additional charge will be due to Qwest for this span.

7.1.2.2.2 CLEC's Private Line Transport Service (provided pursuant to CLEC Tariff) is available as a method of transporting Qwest's Interconnection traffic. When Qwest uses Private Line in this manner, no additional charge will be due to CLEC for this span.

7.1.2.3 UNE transport is available pursuant to Section 9 of this Agreement. UNE transport is not available to Qwest.

7.1.2.4 Collocation. Interconnection may be accomplished through Collocation under the terms and conditions set forth in Section 8 of this Agreement. To the extent that CLEC has established a Collocation arrangement at a Qwest end office location, and has available capacity, CLEC may, at its sole option, provide one-way or two-way direct trunk facilities from that end office to CLEC's Wire Center. In each such case, a POI is at CLEC's Collocation.

7.1.2.5 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A CLEC may not use remaining capability in an existing Mid-Span Meet POI to gain access to UNEs. These Mid-Span Meet POIs will consist of facilities used for the Provisioning of one-way or two-way Extended Area Service (EAS)/Local Traffic, IntraLATA Toll Traffic, and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.5.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not technically feasible or where the Parties disagree on midpoint location.

7.1.2.5.2 In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. CLEC is responsible for providing at its location the Fiber Optic Terminal (FOT) equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC.

7.1.2.5.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

7.1.2.5.4 There are four (4) basic Fiber Meet design options. The option selected must be mutually agreeable to both Parties. Additional arrangements may be mutually developed and agreed to by the Parties pursuant to the requirements of this Section.

7.1.2.5.4.1 Design One: CLEC's fiber cable (four (4) fibers) and Qwest's fiber cable (four (4) fibers) are connected at an economically and Technically Feasible point selected by CLEC between CLEC and Qwest locations. This Interconnection point shall be a mutually agreeable

location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel as discussed below under the fiber termination point options section.

7.1.2.5.4.2 Design Two: CLEC will provide fiber cable to the last entrance (or Qwest designated) manhole at the Qwest tandem or End Office Switch. Qwest shall make all necessary preparations to receive and to allow and enable CLEC to deliver fiber optic facilities into that manhole. CLEC will provide a sufficient length of optical fire resistant cable for Qwest to pull through the Qwest cable vault and terminate on the Qwest fiber distribution frame (FDF) in Qwest's office. CLEC shall deliver and maintain such strands wholly at its own expense up to the POI. Qwest shall take the fiber from the manhole and terminate it inside Qwest's office on the FDF at Qwest's expense. Each Party will supply a fiber optic terminal at its respective end. The Parties will agree what remuneration, if any, CLEC will receive for providing the majority of the fiber optic cable. In this case, the POI shall be at the Qwest designated manhole location.

7.1.2.5.4.3 Design Three: Qwest will provide fiber cable to the last entrance (or CLEC designated) manhole at the CLEC location. CLEC shall make all necessary preparations to receive and to allow and enable Qwest to deliver fiber optic facilities into that manhole. Qwest will provide a sufficient length of optical fire resistant cable for CLEC to run the fiber cable from the manhole and terminate on the CLEC fiber distribution frame (FDF) in CLEC's location. Qwest shall deliver and maintain such strands wholly at its own expense up to the POI. CLEC shall take the fiber from the manhole and terminate it inside CLEC's office on the FDF at CLEC's expense. Each Party will supply a fiber optic terminal at its respective end. The Parties will agree on the remuneration, if any, Qwest will receive for providing the majority of the fiber optic cable. In this case, the POI shall be at the CLEC designated manhole location.

7.1.2.5.4.4 Design Four: Both CLEC and Qwest each provide two (2) fibers between their locations. This design may be considered where existing fibers are available near each Party's location. Both CLEC and Qwest will provide fiber cable to the last entrance manhole (unless both Parties designate otherwise) at the other's respective location. Both CLEC and Qwest will provide a sufficient length of optical fire resistant cable for the other to run the fiber cable from the manhole and terminate on each Party's respective fiber distribution frame in each Party's respective location. Each Party shall deliver and maintain such strands wholly at its own expense up to the POI. Each Party shall take the fiber from the manhole and terminate it inside each Party's respective office on the Fiber Distribution Frame (FDF) at each Party's respective expense. Both Parties will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point SONET system. Both Parties will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.

7.1.2.5.5 ILEC - Meet Points: When Qwest and CLEC have previously exchanged traffic using facilities established for the exchange of traffic between Qwest and CLEC's ILEC operation; in order to efficiently use the Parties' network facilities, the existing ILEC facility will be treated as a "Mid-Span Meet POI" point of interconnection, as defined in 7.1.2.5. CLEC will provision separate trunks on the existing facility for its non-ILEC traffic and represents and warrants that it will not use any trunks over the existing facility established for use in its ILEC operations for any traffic that is governed by this Agreement, other than using existing ILEC trunks for DA, Operator Services, and 911 functions as authorized elsewhere in this Agreement. Should either Party wish to alter the arrangements or establish new facilities, the Parties will negotiate the new facilities arrangement(s) which would be used to interconnect the networks.

7.1.2.5.5.1 Additional Mid-Span Meet POIs that CLEC (with an affiliated ILEC) request, and existing facilities are not used, will be established pursuant to 7.1.2.5.

7.1.2.6 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

7.1.2.7 Third party transport may be used by either Party as a method of Interconnection. Nothing in this Section 7.1.2.7 relieves either Party from its obligations under this Agreement.

7.1.2.8 CLEC may request any other Technically Feasible method of Interconnection via the Bona Fide Request (BFR) Process. If however, a particular arrangement has been previously provided to a third party or is offered by Qwest as a product, Qwest shall provide the arrangement to CLEC at the same terms, conditions, and prices.

7.2 Mutual Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers provided that Qwest does not have any Switches subtending the tandem of a third party.

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.1 Exchange Service or Extended Area Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access traffic as defined in Section 7.5.1 is associated with Meet Point Billing.

7.2.1.2.4 Transit Traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network ("Transit Traffic"). For purposes of the Agreement, Transit Traffic does not include Jointly Provided Switched Access traffic. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless Carrier), which is connected to Qwest's local or access tandems. To the extent that CLEC's Switch functions as a local or Access Tandem Switch, it and its subtending Switches will be so listed in the Local Exchange Routing Guide (LERG) and CLEC may also provide transit service to Qwest. Either Party can pass Transit Traffic to or from Carriers that directly subtend such Party's tandem as reflected in the LERG.

7.2.2 General Terms

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) traffic will be according to the terms set forth in Sections 7.3.1.1 and 7.3.1.2 regarding Bill and Keep and LIS trunking.

7.2.2.1.1 Intentionally Left Blank.

7.2.2.1.2 Except as provided in Sections 7.3.1.1 and 7.3.1.2, the transport of Exchange Service (EAS/Local) traffic may occur in several ways such as:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant. To the extent there is a dispute, Section 5.18 applies.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service (EAS/Local) traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased from Qwest as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's tandem Switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS)

between the originating Party's End Office Switch delivered to the other Party's tandem Switch for delivery to one of the other Party's End Office Switches, the tandem provider is entitled to provide alternate Interconnection proposals for the other Party's consideration. Such proposals may include the request to establish a direct end office trunk group to the Party's End Office Switch.

7.2.2.1.4 Direct Trunked Transport is provisioned by Qwest between the Serving Wire Center of the POI and the tandem or direct end office, if ordered by CLEC. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the tandem to Qwest's end office.

7.2.2.1.5 Qwest will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will establish a Mid-Span Meet in accordance with Section 7.1.2.5. Nothing in this Section alters CLEC's right to interconnect at any Technically Feasible point in Qwest's network.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 The Parties will use industry standards, if any, developed to handle the Provisioning and Billing of Exchange Access (IntraLATA Toll). Exchange Access (IntraLATA Toll) traffic shall be delivered to the terminating Party at the access tandem, the toll tandem (if any), or via separate trunks to the terminating Party's end office(s), as designated by the originating Party.

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC or wireless Carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC. For purposes of the Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting Transit Traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company. With respect to the terminating company, arrangements between companies that are not a party to this Agreement are outside the scope of this Agreement. Qwest will not be responsible for payments to the terminating company for traffic originated by CLEC which transits Qwest's network and is delivered to the terminating company on behalf of CLEC, except as provided in Section 7.2.2.3.3.1. CLEC agrees that Qwest is not responsible for and CLEC further agrees not to bill Qwest for traffic that transits the Qwest network and terminates to CLEC's network, except as provided in Section 7.2.2.3.3.1.

7.2.2.3.3.1 Notwithstanding any other provision of this Agreement, in the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider, or where Qwest has agreed to be a presubscribed IntraLATA Toll provider for other LEC end user toll Customers, Qwest will be responsible to CLEC for payment of CLEC Tariff access rates for traffic terminating to CLEC's network. Qwest will also be responsible for traffic originating from CLEC's network for a CLEC End User Customer utilizing an intraLATA Toll-free service where Qwest is the provider of the intraLATA Toll-free service.

7.2.2.3.3.2 CLEC is not responsible for and Qwest further agrees not to bill CLEC Transit Traffic charges when Qwest is the Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access Service provider. Transit Traffic charges do not apply when a call originates from a QPP line.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider (i.e., not Qwest), the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access

7.2.2.4.1 The Parties will use industry standards developed to handle the Provisioning and Billing of Jointly Provided Switched Access Service (such as MECAB, MECOD, SECAB, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access Service rates. Qwest will also provide the one-time notification to CLEC of the Billing name, Billing address and Carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section. Qwest will deliver to CLEC all Jointly Provided Switched Access traffic that it receives from IXCs destined to CLEC End User Customers. Unless otherwise agreed to by the Parties, such traffic must be delivered by Qwest over the Jointly Provided Switched Access trunk groups groomed for a specific CLEC end office (i.e., those publicly-dialable NPA NXX Codes served by that end office).

7.2.2.4.2 The Parties will exchange SS7 signaling messages with one another, where and as available. Subject to Section 7.3.8.1, the Parties will provide all line information signaling parameters including, but not limited to, Calling Party Number (CPN) (unless CPN is unavailable as described in 47 CFR 64.1601(d)), Charge Number (if it is different from CPN), and originating line information ("OLI"). For terminating FGD, either Party will pass any CPN it receives from other Carriers. All privacy indicators will be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (SS7 environment) will be provided by the end office Party wherever such information is needed for call routing or Billing. Where TNS information has not been provided by the end office Party, the tandem Party will Route originating Switched Access Service Traffic to the IXC using available translations. The Parties will follow all industry Ordering and Billing Forum (OBF) adopted guidelines pertaining to TNS codes of which they are aware..

7.2.2.5 Standards

7.2.2.5.1 The Parties agree to establish Binary 8 Zero Substitution - Extended Super Frame ("B8ZS ESF") line protocol, where Technically Feasible.

7.2.2.5.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted.

7.2.2.5.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.

7.2.2.5.4 Interconnection may be accomplished through the Provisioning of a DS1 or DS3 Interconnection Entrance Facility. CLECs may request Interconnection at the OCn facility level via a BFR. Nothing in this Section precludes mid-span Meet Points at the optical carrier level without a BFR.

7.2.2.6 Signaling Options

7.2.2.6.1 Intentionally Left Blank.

7.2.2.6.2 Intentionally Left Blank.

7.2.2.6.3 The Parties will use SS7 signaling wherever it exists. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability or if the Qwest Central Office Switch does not have SS7 diverse routing.

7.2.2.7 The measurement of terminating Exchange Service traffic begins when the terminating entry Switch receives answer supervision from the far-end destination Switch for the called party number indicating the call has been answered. The measurement of terminating call usage over Interconnection trunks ends when the terminating entry Switch receives disconnect supervision from either the far-end destination Switch indicating the called number has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry Switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 Interconnection Trunk Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of trunking for Exchange Service, Exchange Access (IntraLATA Toll), Transit Traffic and Jointly Provided Switched Access traffic.

7.2.2.8.2 The Parties agree to provide non-binding trunk forecast information to each other twice a year. The semi-annual forecasts shall include:

7.2.2.8.2.1 Yearly forecasted quantities of trunks to the other network for three (current and plus 1 and plus 2) years where possible;

7.2.2.8.2.2 The use of Common Language Location Identifier, described in Telcordia documents 795-100-100 and 795-400-100 and;

7.2.2.8.2.3 A description of major network projects anticipated for the following year. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

7.2.2.8.3 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to CLEC on or before the date of the joint planning meeting.

7.2.2.8.4 The Parties agree that trunk forecasts are non-binding and are based on the information available to each respective Party at the time the forecasts are prepared. Unforecasted trunk demands, if any, by one Party will be accommodated by the other Party as soon as practicable based on facility availability. Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install.

7.2.2.8.5 In the event of a dispute regarding forecast quantities, where in each of the preceding eighteen (18) months, trunks required is less than fifty percent (50%) of forecast, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6 Intentionally Left Blank.

7.2.2.8.7 At the request of either Party, a joint planning meeting will be held to bring clarity to each Party's forecast. No later than two (2) weeks prior to the joint planning meeting, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed Interconnection trunking that has exceeded 512BHCCS. Such information is proprietary to each respective Party and is provided under non-disclosure and is to be used by the other Party solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, Qwest will provide the following information through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

- a) Qwest Tandems and Qwest end offices (LERG);
- b) CLLI codes (LERG);
- c) Business/Residence line counts (ICONN);
- d) Switch type (LERG or ICONN); and
- e) Current and planned Switch generics (ICONN).

Qwest will notify CLEC six (6) months prior to LERG amendment, the anticipation of a new local, toll, or Access Tandem Switch.

7.2.2.8.9 Intentionally Left Blank.

7.2.2.8.10 Qwest will provide CLEC information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) on Qwest's web site, <http://www.qwest.com/disclosures>.

7.2.2.8.11 When appropriate, a Party will notify the other Party through a Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. The other Party shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 Each Party's forecasts shall be provided to the other Party in the Trunk Forecast Form. Throughout this Section 7, there are references to types of forms. All such forms shall comply with the terms and conditions set forth in this Agreement. Such forms are for administrative purposes only and, notwithstanding any language in any form to the contrary, nothing in the forms alters or amends the terms of this Agreement.

7.2.2.8.12.2 Any information provided by one Party to the other Party outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by one Party to the other Party shall be deemed Confidential Information and the receiving Party shall not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.12.3 Intentionally Left Blank.

7.2.2.8.12.4 Intentionally Left Blank.

7.2.2.8.13 If a trunk group is consistently utilized (trunks required over trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) Days of the written notification, Qwest may reclaim the

unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the CLEC-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank.

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on an outside plant Route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) Days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) Days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the outside plant Route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. For the reasons stated in this Section, there are no rates in Exhibit A and none will apply until approval by the Commission. At that time, the Commission approved rate will apply. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing Route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 With respect to trunks used to carry Exchange Service (EAS/Local) traffic and Exchange Access (IntraLATA Toll) traffic, CLEC may elect either one-way or two-way trunking arrangements. If CLEC elects to use a one-way trunking arrangement, then Qwest will also provision its own one-way trunks for Exchange Service (EAS/Local) traffic and Exchange Access (IntraLATA Toll). With respect to trunks used to carry Jointly Provided Switched Access traffic, CLEC may establish two-way trunk groups.

7.2.2.9.2 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, applicable State requirements and the Performance Indicator Definitions.

7.2.2.9.2.1 Qwest shall provide monthly reports to CLEC on all

Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.3 The Parties shall establish the following separate and distinct trunk groups:

- a) Directory assistance trunks (where the Switch type requires separation from operator services trunks);
- b) One-way 911/E911 trunks;
- c) Operator inward trunks for the transmission and routing of BLV/BLVI traffic between each Party's operator service bureau;
- d) Mass calling trunks, if applicable;

7.2.2.9.3.1 CLEC may combine Exchange Service (EAS/Local); Exchange Access (IntraLATA Toll), carried solely by Carriers in their capacity as Local Exchange Carriers; Jointly Provided Switched Access, InterLATA and IntraLATA toll involving a third-party IXC; and Transit Traffic in a single Interconnection trunk group at an access tandem through an arrangement defined in 7.2.2.9.6 or may transmit such traffic types on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic and Switched Access traffic including Jointly Provided Switched Access Service Traffic, may be combined on the same trunk group. If combined, the originating Carrier shall provide to the terminating Carrier, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call record detail. Call detail or direct jurisdictionalization using Calling Party Number information may be exchanged in lieu of PLU if it is available.

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of Exchange Service (EAS/Local) and IntraLATA Toll Traffic/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and Toll Free Service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

- a) The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be limited to operator services trunking, Directory Assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish

Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate; and

b) When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 The Parties shall terminate Exchange Service (EAS/Local) traffic on Tandems or End Office Switches, at CLEC's option. When Qwest lacks available capacity at the Access Tandem, Qwest will arrange local Tandem or end office Interconnection at the same cost to CLEC as Interconnection via the Qwest Access Tandem.

7.2.2.9.6.1 Qwest will allow Interconnection for the exchange of local traffic at Qwest's Access Tandem without requiring Interconnection at the local Tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local Tandem; and regardless of whether capacity at the Access Tandem is exhausted or forecasted to exhaust unless Qwest agrees to provide Interconnection facilities to the local Tandems or end offices at the same cost to CLEC as the Interconnection at the Access Tandem.

7.2.2.9.7 To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another LEC, it will provide the same trunking for CLEC.

7.2.2.9.8 Alternate Traffic Routing. If CLEC has an Interconnection trunk arrangement which provides two (2) paths to a Qwest end office (one (1) Route via a tandem and one (1) direct Route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" Route) and then overflow to the tandem group (also referred to as the "alternate final" or "intermediate high" Route) for completion to Qwest end offices. The Parties will work cooperatively to develop and deploy additional alternate routing arrangements (e.g., intermediate high trunk groups) to resolve unusual traffic issues.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, CLEC may deliver traffic to the host Central Office or to the tandem. CLEC may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For remote Switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

7.2.2.9.10 Regardless of the number of Location Routing Numbers (LRNs) used by a CLEC in a LATA, Qwest will Route traffic destined for CLEC Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via the tandem that the end office subtends.

7.2.2.9.11 All originating Toll Free Service calls for which the end office Party performs the SSP function, if delivered to the tandem Party, shall be delivered by the end office Party using GR-394 CORE format for IXC bound calls, or using GR-317-CORE format for LEC bound calls.

7.2.2.9.12 Intentionally Left Blank.

7.2.2.9.13 The originating Party will determine trunk routing for Exchange Service and Exchange Access (IntraLATA Toll) traffic it delivers to the other Party. Where one-way trunking is in use, the terminating Party may send the originating Party a TGSR to (1) groom out trunks to one or more alternative Switches or (2) augment or diminish certain trunk groups. Upon receipt of a TGSR, the receiving Party agrees to promptly evaluate the request and reply whether it agrees to implement the TGSR action. When two-way trunks are in use, Qwest may send CLEC a TGSR for such purposes.

7.2.2.9.14 Intentionally Left Blank.

7.2.2.9.15 The Parties will work cooperatively to assure that reasonable diversity is achieved among the trunk groups between each Party's Switches within each LATA.

7.2.2.9.16 The Parties shall deliver Exchange Service (EAS/Local) traffic, Transit Traffic and Exchange Access (IntraLATA Toll) traffic over one or more trunk groups, groomed for a specific tandem, only traffic destined for those publicly-dialable NPA NXX Codes served by end offices that directly subtend such tandem; and those providers (including, but not limited to CMRS providers, other independent LECs, and CLECs) that directly connect to such tandem. Qwest may not block incorrectly routed Exchange Service (EAS/Local) traffic, Transit Traffic, Exchange Access (IntraLATA Toll) traffic or Jointly Provided Switched Access traffic delivered by third parties to Qwest. Qwest will Route such incorrectly routed traffic from the Switch where it receives the third party traffic to the terminating CLEC. If traffic is incorrectly routed, Qwest and CLEC will, upon request by CLEC, work cooperatively to attempt to identify the cause of the incorrect routing and to contact third parties as needed to attempt to correct the routing. Correctly routed traffic delivered by third parties to Qwest and Qwest originated traffic will be routed over the appropriate trunk group (e.g., if CLEC elects separate trunk groups pursuant to Section 7.2.2.9.3.1, Jointly Provided Switched Access traffic will be routed over InterLATA Traffic trunk groups).

7.2.2.9.17 The Parties shall deliver over Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups groomed for a specific end office, only traffic destined for those publicly-dialable NPA NXX Codes served by that end office, unless otherwise agreed to by the Parties.

7.2.2.9.18 The source for the routing information for all traffic shall be the then current version of the LERG, unless otherwise agreed to between the Parties.

7.2.2.9.19 Where either Party delivers over the Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups miscellaneous calls (i.e.,

time, weather, 976, Mass Calling Codes) destined for the other Party, it shall deliver such traffic in accordance with the serving arrangements defined in the LERG.

7.2.2.9.20 The Parties will cooperate to establish either (1) the capability to perform call gapping and other protective network traffic management controls or (2) separate, choke trunk groups for the completion of calls to Customers such as radio contest lines.

7.2.2.9.21 N11 codes (e.g., 411, 611, 911) shall not be sent between the Parties' networks over the Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups. Where applicable (e.g., 911), separate trunk groups will be established to carry traffic associated with such codes.

7.2.2.9.22 Each Party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other Party in order to provide BLV/BLVI services on calls between their respective Line Side End User Customers. BLV and BLVI inquiries between operator bureaus shall be routed over the operator inward trunk groups(s) using network-routable access codes published in the LERG.

7.2.2.9.23 With respect to one-way Exchange Service and Exchange Access (IntraLATA Toll) traffic trunk groups, the originating Party shall be responsible for all Control Office functions for Interconnection trunks and trunk groups; as well as the overall coordination, installation, and maintenance responsibilities for these trunks. With respect to two-way trunk groups, CLEC will be responsible for all Control Office functions, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for those trunks and trunk groups.

7.2.2.9.24 A blocking standard of one half of one percent (.005) shall be maintained during the average busy hour for final trunk groups between an end office and a tandem. All other final trunk groups are to be engineered to a blocking standard of one percent (.01). Qwest shall provide monthly call blocking reports to CLEC on all of its Interconnection trunk groups and quarterly call blocking reports on all interoffice trunk groups carrying EAS/local traffic between Qwest Tandem Office Switches and Qwest End Office Switches.

To ensure that blocking standards are being met, Qwest agrees to provide upon request of CLEC, the following information on all trunks, regardless of the type of traffic being transported:

7.2.2.9.24.1 the percentage of trunk groups blocked by Route in Qwest's network

7.2.2.9.24.2 traffic usage data (including, but not limited to, offered BHCCS and overflow) for each common trunk group subtending the Qwest tandem, and

7.2.2.9.24.3 the point(s) behind the tandem in Qwest's network where the blocking is occurring.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of an Interconnection trunk group, and at no additional charge, each Party will complete acceptance tests to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loop-back (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

7.2.2.10.3 Repair Testing. At the time of repair of an Interconnection trunk group, at no additional charge, each Party will complete tests to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for chargeable rate elements is determined in the same manner as the mileage measurement for V&H methodology as outlined in NECA tariff No. 4.

7.3 Intercarrier Compensation

7.3.1 Interconnection Facility Options

The Intercarrier Compensation provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective tariff or price lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective tariffs, price lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 LIS Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for LIS Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use as LIS.

7.3.1.1.2 If CLEC chooses to provision LIS facilities over an existing facility purchased as private line transport service from the Qwest state or FCC access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.2.1 Intentionally Left Blank.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way Entrance Facility (EF) rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data. If CLEC's End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest Local Calling Area, regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for VNXX traffic. If either Party demonstrates with traffic data that actual minutes of use during the previous quarter justifies a new relative use factor that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. Qwest has never agreed to exchange VNXX traffic with CLEC.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase direct trunked transport from the other Party.

7.3.2.1.1 Direct trunked transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's Tandem Switch or End Office Switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or Access Tandem Switch for Exchange Service (EAS/Local) traffic, or to an Access Tandem Switch for

IntraLATA LEC Toll, or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the Tandem Switch. Additional rate elements for delivery of traffic to the terminating End Office Switch are tandem switching and tandem transmission. These rates are described below.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/Access Tandem Switch or End Office Switch.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor. If CLEC's End User Customers are assigned NPA-NXXs associated with a rate center other than the rate center where the End User Customers are physically located, traffic that does not originate and terminate within the same Qwest Local Calling Area, regardless of the called and calling NPA-NXXs involving those End User Customers, is referred to as "VNXX traffic." For purposes of determining the relative use factor, the terminating carrier is responsible for VNXX traffic. If either Party demonstrates with data that actual minutes of use during the previous quarter justifies a new relative use factor that Party will send a notice to the other Party. The new factor will be calculated based upon Exhibit H. Once the Parties finalize a new factor, bill reductions and payments will apply going forward from the date the original notice was sent. Qwest has never agreed to exchange VNXX traffic with CLEC.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4.1.2 Intentionally Left Blank.

7.3.4.1.3 Intentionally Left Blank.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch (as defined in the Agreement), based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced or low in volume, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement, or (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001).

7.3.4 Intentionally Left Blank.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled Interconnection trunk orders, based upon the critical dates, terms and conditions in accordance with Exhibit A.

7.3.5.2 For expedites, see Section 12.2.1.2.²¹

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

7.3.7 Transit Traffic

The following rates will apply:

7.3.7.1 Local Transit and ISP-bound Transit: The applicable Interconnection tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. (See Section 7.3.1.1.2) The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable tariffed Switched Access Tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.8 Signaling Parameters

7.3.8.1 The Parties will interconnect their networks using SS7 signaling as defined in Qwest Technical Publication 77342 and other applicable Qwest technical publications, if any, and Telecordia GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP"). Qwest and CLEC will not provide Calling Party Number (CPN) when prohibited from doing so by regulatory requirements. Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (CHN), and destination call party number, etc.) per 47 CFR 64.1601 to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided, where appropriate, including CPN, Originating Line Information Parameter (OLIP)), calling party category, CHN, etc., and privacy indicators will be honored, as described in this Section. Where SS7 connections exist, each Party shall pass CPN and/or CHN information, where available and when passing CPN is not prohibited by regulatory requirements, on each EAS/Local Traffic and IntraLATA Toll Traffic call carried over Interconnection trunks. To the extent a Party combines Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), on a single LIS trunk group, all EAS/Local Traffic and IntraLATA Toll Traffic calls exchanged without either CPN information or CHN information will be billed as

²¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN and/or CHN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement.

7.3.8.2 Traffic sent to the other Party on its Interconnection trunks without CPN (unless CPN is unavailable as described in 47 CFR 64.1601(d)) and CHN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local Traffic) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. The Switch owner will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/CHN traffic does not exceed five percent (5%) of the total traffic delivered. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/CHN failure and to assist in its correction.

7.3.9 To the extent a Party combines Exchange Service or Exchange Access (IntraLATA Toll) carried solely by Local Exchange Carriers, and Jointly Provided Switched Access (InterLATA Traffic and IntraLATA Toll Traffic calls exchanged with a third-party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating Party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.3.10 IntraLATA Toll

7.3.10.1 Where either Party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective Tariff or Price Lists.

7.4 Ordering

7.4.1 In general, OBF guidelines for ordering Interconnection will be followed. When ordering Interconnection trunking, the ordering Party shall specify requirements on the Access Service Request (ASR). When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. CLEC will order its trunks when it uses one-way trunks, for its originating traffic, or two-way trunks. Qwest will be responsible for ordering trunks when it uses one-way trunks for its originating traffic.

7.4.2 For each NXX Code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX Codes assigned to existing Interconnection trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: http://www.qwest.com/wholesale/notices/npa_nxxProcess.html. Either Party shall respond to a special request for a Supplemental Form when a single Switch is served by multiple trunk groups.

7.4.3 When either Party has ordered a DS3 or OCn entrance line facility, that Party will identify the DS1 channels of the DS3 to be used to provide connecting facility assignments (CFA). Also, if either Party has provided or ordered a DS1 facility, that Party will be responsible for identification of the DS0 channels of that DS1 facility to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Intentionally Left Blank.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis, but generally no longer than one hundred twenty (120) business days after the date the plan contemplated by Section 7.4.4 is completed. If either Party cannot meet the 120 business day deadline, the Parties will meet and attempt to agree on a new Due Date. If the Parties cannot agree on a new Due Date, then the offending Party must show cause to the Commission why it cannot meet the original Due Date.

7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. **Intervals are set forth in Exhibit C.**²² Any changes to the Interconnection trunk intervals will be made **as described in Section 1.7.2.**²³ Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that CLEC shall not be held to the requirements of the PCAT.

7.4.8 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) Days after the Service Date, Billing for the service will commence. In such instances, the date Billing to commence will be the 31st Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

7.5.1 "Jointly Provided Switched Access Service" or "Jointly Provided Switched Access" is defined and governed by the FCC and state access Tariffs, CLEC Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) or SECAB Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, Provisioning and maintenance involved in the joint access Provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD or SECAB requirements, including filing CLEC end offices and billed percentages (BPs) in the NECA 4 tariff.

²² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 21).

²³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 21).

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple Tariff option.

7.5.4 A charge will apply for Category 11-01-XX billable records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each billable record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 When Qwest or CLEC acts as a transit provider currently or in the future, the transit provider, upon request from the non-transit provider, will provide the non-transit provider wireline network usage data for calls originated by a wireline Local Exchange Carrier (LEC) where the call comes from a wireline LEC Switch, transits the transit provider's network, and terminates to the non-transit provider's network. Qwest and CLEC understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the wireline LEC. The non-transit provider will provide to the transit provider information so that the transit provider can provide transit records in a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Upon request from the non-transit provider and where Technically Feasible, the transit provider will provide the wireline network usage data as Category 11-01-XX.

7.6.2 When Qwest or CLEC acts as a transit provider currently or in the future, the transit provider, upon request from the non-transit provider, will provide the non-transit provider wireless network usage data for calls originated by Wireless Service Provider (WSP) where the call comes from a WSP Switch, transits the transit provider's network, and terminates to the non-transit provider's network. Qwest and CLEC understand that this information is Carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of Billing the WSP. The non-transit provider will provide to the transit provider information so that the transit provider can provide transit records in a mechanized basis when Technically Feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Upon request from the non-transit provider and where Technically Feasible, the transit provider will provide the wireless network usage data as Category 11-01-XX.

7.6.3 If the non-transit provider requests records pursuant to Section 7.6.1 or 7.6.2, the Parties will charge the same rate for Category 11-01-XX records sent in an EMI mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier. The charge listed in Exhibit A of this Agreement is applicable to each transit record that meets the definition of a billable record.

7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These records will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The

billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.²⁴

7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail, which may be non-mechanized if not available in a mechanized form, including but not limited to (as needed to verify the information in bills): originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute, to the extent such data is available and verifies Qwest's bills to the non-transit provider for the purposes of accurately billing the non-transit provider.²⁵

²⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶¶ 73-74).

²⁵ Id.; see also Ordered by the Washington Commission in Docket No. UT-063061, Order No. 18 (¶49).

SECTION 8.0 - COLLOCATION

As of the date of execution of this Agreement, CLEC does not intend to order Collocation under this Section 8. Should the Parties desire to establish a LIS Collocation relationship, the Parties will enter into an Amendment to this Agreement, including additional insurance requirements.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

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 Sections 2.2 and 5.30. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process or Special Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

9.1.1.1 See Section 24 for Commingling and Ratcheting. See Section 9.23.4.1 for Service Eligibility Criteria.

9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24.²⁶

9.1.1.1.1.1 When a UNE and another service are Commingled, the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.²⁷

9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.²⁸

9.1.1.2 Use of Unbundled Network Elements

9.1.1.2.1 Except as provided in this Section 9.1.1.2.1 and in Section 9.23.4.1, Qwest shall not impose limitations, restrictions, or requirements on requests for, or the use of, Unbundled Network Elements for the service CLEC seeks to offer.

9.1.1.2.2 CLEC may not access a UNE for the exclusive provision of mobile wireless services or interexchange services.

²⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 122).

²⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 122).

²⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 122).

9.1.1.2.3 If CLEC purchases access to a UNE facility, CLEC is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, CLEC is entitled to use of that feature, function, or capability for a period of time. CLEC's purchase of access to a UNE does not relieve Qwest of the duty to maintain, repair, or replace the UNE.

9.1.1.2.4 If CLEC accesses and uses a UNE consistently with Section 9.1.1.2.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.2.4.1 As the term "Telecommunications Services" is defined in this Agreement, such services include offering Telecommunications for a fee directly to the public and not services solely for administrative use.

9.1.1.2.5 Except as provided in Section 9.23.3.7.1, Qwest shall permit CLEC to Commingle a UNE or a Combination of UNEs with wholesale services obtained from Qwest. See Section 24.

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. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. **Access to**²⁹ Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders) **and will be provided at TELRIC rates.**³⁰ Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. 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 or to its Affiliates. 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. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available at a location where UNEs are desired by CLEC, Qwest will build facilities to provide sufficient capacity to meet CLEC's request for UNEs subject to the same terms and conditions under which Qwest constructs or offers to construct comparable facilities to provide sufficient capacity to meet retail End User Customers' request for services using those facilities at that location. CLEC will be responsible for any construction charges for which a retail End User Customer would be

²⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 78).

³⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 78).

responsible under substantially similar circumstances. In circumstances when Qwest does not construct comparable facilities for retail End User Customers or when CLEC seeks construction terms and conditions other than those offered to retail End User Customers, Qwest will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of a Local Service Request ("LSR") or Access Service Request ("ASR"), Qwest will follow the same process that it would follow for a substantially similar retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed. Qwest will determine, for example, whether, through Routine Network Modifications, facilities can be made available. If facilities can be made available, Qwest must perform the applicable Routine Network Modifications, or other facility work to make them available, before issuing a response to a CLEC order that construction is required because no facilities are available.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (e.g., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) or applicable Routine Network Modifications in order to complete facilities to the End User Customer Premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing internal engineering job orders that could fill the request in the future.

9.1.2.1.3.1 If an engineering job currently exists:

(i) that includes the facilities desired by CLEC, Qwest shall send CLEC a jeopardy notice indicating that the facilities are scheduled for construction and identifying the date by which such facilities are scheduled for completion. In this case, Qwest will complete construction of the facilities at no charge to CLEC.

(ii) that does not include the facilities desired by CLEC, Qwest will determine if the current job can be augmented.

(a) If so, Qwest will add CLEC's request to that engineering job and send CLEC a similar jeopardy notice. CLEC will be required to pay the additional costs only when its request to Augment adds cost to the engineering job and only to the same extent a Qwest End User Customer would be responsible for such additional costs.

(b) If not, Qwest will direct the CLEC to Section 9.19 of this Agreement.

In either case, at CLEC's request, via a supplement to its existing

service order, the CLEC service order will remain open. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date.

9.1.2.1.3.2 If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLEC's request as follows:

9.1.2.1.3.2.1 Qwest will send CLEC an indication that there is a lack of available facilities and the order will be delayed. The delayed order will remain open, pending availability of facilities at Parity with retail End User Customer orders. In the event that an engineering job is completed that would allow delivery of the UNEs requested, or Qwest completes construction of facilities for delivery of UNEs for CLEC pursuant to a request to build as described in Section 9.19, and this occurs after Qwest sends the delayed order notification, CLEC will receive a new FOC identifying a new Due Date when the UNEs will be available for installation.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded Qwest outside plant engineering jobs that exceed \$100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, Route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.2.1.5 Qwest will make its retail build policy and reports of Qwest's actual builds undertaken pursuant to that policy, available to CLEC upon written request. Upon receipt, CLEC will consider this information as confidential and conform to all aspects of Section 5.16 with respect to receipt of such information.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do not interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 Qwest will provide a connection between Unbundled Network Element and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per connection (two ITPs for 4-wire). The Demarcation Point shall be:

- a) at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or
- b) if CLEC elects to use ICDF Collocation or FC Collocation, at the Interconnection Distribution Frame (ICDF); or
- 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
- e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 CLEC may connect Network Elements in any Technically Feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict CLEC's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Qwest will perform testing as described below. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When UNEs are provisioned by Qwest on an individual UNE basis, including when such UNE(s) are combined by CLEC with other UNEs or facilities or equipment provided by Qwest, CLEC or third parties:

- a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that a UNE provisioned by Qwest on an individual UNE basis is capable of meeting the technical parameters established for each UNE.
- b) Qwest will repair and maintain each such UNE, facility, or equipment that it provisions to ensure that it continues to meet the technical parameters established for each UNE, facility, or equipment.
- (c) Each Party is responsible for the facilities or equipment that it provisions individually.
- (d) CLEC is responsible for the end-to-end transmission and circuit functionality testing for UNE Combinations created by CLEC; however, Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining circuit functionality of each circuit and end-to-end transmission.

9.1.6.2 When Qwest provisions UNEs in combination with each other or in combination with other facilities or equipment provisioned by Qwest:

- a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
- b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
- c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.7.1 When CLEC uses Qwest's appointment scheduling tool, should the date and time desired for the coordinated hot cut not be available initially, CLEC can use "override" IMA functionality to obtain the date and time in the associated LSR. In such cases, the requested date and time is to be no shorter than the interval in Exhibit C and not outside Qwest's business hours.

9.1.8 Maintenance and Repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 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. **If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.**³¹ This Section 9.1.9 does not address retirement of copper Loops or Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. 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 CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC's performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. 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. Such notices will contain the location(s) at which the changes will occur **including, if the changes are specific to an End User Customer, circuit identification, if readily available,**³² and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site.

³¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 88).

³² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 88).

9.1.9.1 In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). CLEC may also contact its Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s). In no event, however, shall Qwest be required to provide status on emergency maintenance or modernization activity greater than that provided to itself, its End User Customers, its Affiliates or any other party. To the extent that the activities described in Sections 9.1.9 and 9.1.9.1 include dispatches, no charges apply.

9.1.10 Intentionally Left Blank.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4. In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent work requested by Qwest End User Customers. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.12.1 For expedites, see Section 12.2.1.2.³³

9.1.13 To submit an order to obtain a High Capacity Loop or high capacity transport UNEs, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order as reflected in this Agreement and that it is therefore entitled to unbundled access to the particular Unbundled Network Elements sought pursuant to section 251(c)(3). Before placing the first such order under this Agreement, CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. The applicable UNE rate(s) in Exhibit A will apply to UNEs and UNE Combinations.

9.1.13.1 CLEC will maintain appropriate records to support the self-certification described in Section 9.1.13. See Section 9.23.4 for Service Eligibility Criteria for High Capacity EELs.

9.1.13.2 Qwest has a limited right to audit compliance with the Service Eligibility Criteria for High Capacity EELs, as described in Section 9.23.4.3. Notwithstanding any other provision of this Agreement, there is no other auditing requirement for self-

³³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 147).

certification, as CLEC certifies only to the best of its knowledge.

9.1.13 To submit an order to obtain a High Capacity Loop or high capacity transport UNEs, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order as reflected in this Agreement and that it is therefore entitled to unbundled access to the particular Unbundled Network Elements sought pursuant to section 251(c)(3). Before placing the first such order under this Agreement, CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. The applicable UNE rate(s) in Exhibit A will apply to UNEs and UNE Combinations.

9.1.13.1 CLEC will maintain appropriate records to support the self-certification described in Section 9.1.13. See Section 9.23.4 for Service Eligibility Criteria for High Capacity EELs.

9.1.13.2 Qwest has a limited right to audit compliance with the Service Eligibility Criteria for High Capacity EELs, as described in Section 9.23.4.3. Notwithstanding any other provision of this Agreement, there is no other auditing requirement for self-certification, as CLEC certifies only to the best of its knowledge.

9.1.13.3 Whether a High Capacity Loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and requests for additions to the Commission-Approved Wire Center List. For non-impaired facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. CLEC will transition such UNEs impacted by the Commission-Approved Wire Center List as described in Section 9.1.14.

9.1.13.4 Upon receiving a request for access to a High Capacity Loop or high capacity transport UNE pursuant to Section 9.1.13, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the information in the self-certification letter through remarks in the service request, or through other means) for any such facility on non-impairment grounds, unless the Parties agree otherwise in an amendment to this Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 9.1.13.3, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. Regarding changes in law, see Section 2.2.

9.1.13.4.1 To the extent that Qwest seeks to challenge access to any such UNE(s), it subsequently can raise that issue through the Dispute resolution procedures in Section 5.18 of this Agreement. Regarding Service Eligibility Criteria for High Capacity EELs, see Sections 9.23.4.2.1.3 and 9.23.4.3.

9.1.13.4.1.1 If Qwest seeks to challenge any such UNEs, it will provide written notice to CLEC of its request for Dispute resolution.

9.1.13.4.1.2 If Qwest seeks to challenge any such UNEs, it will also provide CLEC with data to support its claim.

9.1.13.4.1.2.1 For Wire Centers: This may, in some cases, be limited to providing a copy of a Commission Approved Wire Center List, while in other cases the data may be more extensive (such as data that allows CLEC to identify the disputed circuits and other data upon which Qwest relies). In the event of such a dispute, CLEC will also provide Qwest the data upon which it relies for its position that CLEC may access the UNE.

9.1.13.4.1.2.2 For Caps:

9.1.13.4.1.2.2.1 With respect to disputes regarding the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including if available circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC) information (except any of the above, if it requires a significant manual search), or such other information to which the Parties agree]. In the event of such a dispute, CLEC will also provide Qwest the data upon which it relies for its position that CLEC may access the UNE.

9.1.13.4.1.2.2.2 Notwithstanding anything in this Section 9.1.13.4 that may be to the contrary, to the extent that Qwest challenges access to any UNE(s) on the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3 because CLEC has ordered more than ten UNE DS1 Loops or more than the applicable number of DS3 Loop circuits or UDIT circuits in excess of the applicable cap on a single LSR (or a set of LSRs submitted at the same time for the same address for which CLEC populates the related PON field to indicate the LSRs are related), CLEC does not object to Qwest rejecting that single LSR (or the set of LSRs that meets the preceding description) on that basis. The means by which Qwest will implement rejection of such orders is addressed in Section 9.1.13. Except as provided in this Section 9.1.13.4.1.2.2.2, in all other situations when Qwest challenges access to any UNE(s) on

the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3, Qwest must immediately process the request and subsequently proceed with the challenge as described in Section 9.1.13.4.1.

9.1.13.5 If the Parties agree or it is determined through Dispute resolution that CLEC was not entitled to unbundled access to a particular UNE that is not subject to one of the transition periods described in Section 9.1.14, or the transition period has ended, CLEC will place an order within thirty (30) Days to either disconnect the UNE or convert such UNE to an alternative service arrangement. Back billing for the difference between the rates for UNEs and rates for the Qwest alternative service arrangements will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable.

9.1.13.5.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, the back billing period described in Section 9.1.13.5 will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable; unless the Parties agree to a different date or a different date is determined through Dispute resolution.

9.1.13.5.2 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.13.5.2.1 The Parties disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.14 Transition periods. A transition period allows CLEC to transition away from use of UNEs where they are not impaired. The transition plans described in this Section apply only to the embedded End User Customer base. During the applicable transition period, CLEC will retain access to the UNE at the terms described in this Section.

9.1.14.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest

at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.1.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, Qwest shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to March 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.2 For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.2.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, Qwest shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to September 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.3 Bridge Period from March 11, 2006 until Effective Date of this Agreement.

9.1.14.3.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, for the period from March 11, 2006 until the Effective Date of this Agreement, Qwest shall back bill retroactive to March 11, 2006 (or a later date, if a UNE became unavailable after that date) for the time period for which the facilities were in place and CLEC agrees to pay Qwest pursuant to this Agreement the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access Service rate(s)) on all Loop and transport UNEs that were no longer required to be offered by Qwest as UNEs beginning March 11, 2006.

9.1.14.4 Additional Non-Impaired Wire Centers. When Qwest files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and the Commission adds the Wire Center(s) to the

Commission-Approved Wire Center List, the terms of this Section will apply to facilities subject to the transition based on any addition(s) to the Commission-Approved Wire Center List. Fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

9.1.14.4.1 Transition Periods for additions to the Commission-Approved Wire Center List.

9.1.14.4.1.1 For a ninety (90) Day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.1.2 For a one-hundred and eighty (180) Day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.1.3 The 115% rate described in Sections 9.1.14.4.1.1 and 9.1.14.4.1.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.2 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

9.1.14.4.2.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

9.1.14.4.2.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

9.1.14.4.3 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

9.1.14.5 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 and 9.6.2.3, CLEC has thirty (30) Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements.

9.1.14.6 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.14.6.1 The Parties disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15 If CLEC has not converted or disconnected a UNE facility that the Parties agree, or it is determined in Dispute resolution that the facility, should be converted or disconnected by the end of the applicable transition period described in Sections 9.13 and 9.14, Qwest will convert facilities to month-to-month service arrangements in Qwest's FCC No. 1 Tariff or, for Dark Fiber facilities, begin the disconnect process after reasonable notice to CLEC sufficiently identifying the Dark Fiber facility(ies) to be disconnected. If such a facility is disconnected, the applicable disconnection charge in Exhibit A, if any, will apply. Qwest and CLEC will work together to identify impacted facilities.

9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data to enable CLEC to identify and agree upon any impacted facility(ies). If the Parties do not reach agreement, Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.

9.1.15.2 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the terms and conditions of this Section 9.1.15.2 will apply.

9.1.15.2.1 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.15.2.1.1 The Parties may disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15.2.2 The Parties will complete the transition of facility(ies) using a seamless process that does not affect the End User Customer's perception of service quality. The Parties will establish and abide by any necessary operational procedures to ensure Customer service quality is not affected by conversions.

9.1.15.2.3 The circuit identification ("circuit ID") will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.³⁴

³⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 91).

9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.³⁵

9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.³⁶

9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or “surcharge” rate to that USOC.³⁷

9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.³⁸

9.2 Unbundled Loops

9.2.1 Description and General Terms

The Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User Customer Premises. The Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to DS0, DS1, and DS3 Loops. Qwest will not provide access to UNE OCn Loops or features and functionalities of UNE OCn Loops. Qwest does not offer Unbundled Dark Fiber Loop (UDF-Loop), which constitutes a deployed, unlit Loop between a Qwest Wire Center and an End User Customer premises, on an unbundled basis, except during the transitional period in Section 9.1.14.2. For UDF MTE Subloop see Section 9.7.

9.2.1.1 “Loop Demarcation Point” – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership or control of facilities begins.

³⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 91).

³⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 91).

³⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 91).

³⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 91).

9.2.1.2 FTTH and FTTC Loops. For purposes of this Section, a Fiber-to-the-Home ("FTTH") Loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb ("FTTC") Loop is a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective End User Customer's premises.

9.2.1.2.1 FTTH or FTTC New Builds. Qwest shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC Loop as an Unbundled Network Element in any situation where Qwest deploys such a Loop to an End User Customer's premises that previously has not been served by any Loop facility.

9.2.1.2.2 FTTH or FTTC Overbuilds. Qwest shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC Loop as an Unbundled Network Element in any situation where Qwest has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:

9.2.1.2.2.1 Qwest must maintain the existing copper Loop connected to the particular End User Customer's premises after deploying the FTTH or FTTC Loop to such premises and provide nondiscriminatory access to that copper Loop on an unbundled basis, unless Qwest retires the copper loops pursuant to Section 9.2.1.2.3.

9.2.1.2.2.2 Qwest need not incur any expense to ensure that the existing copper Loop remains capable of transmitting signals prior to receiving a request for access pursuant to Section 9.2.1.2.2.1, in which case Qwest shall restore the copper Loop to serviceable condition upon request.

9.2.1.2.2.2.1 Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals that apply generally to unbundled Loops.

9.2.1.2.2.3 When Qwest retires the copper Loop in accordance with the provisions of Section 9.2.1.2.3 below, Qwest shall provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service as an Unbundled Network Element over the FTTH or FTTC Loop.

9.2.1.2.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH or FTTC Loops. In the event Qwest decides to replace any copper Loop or copper Subloop with a FTTH or FTTC Loop, Qwest will, at least 91 days prior to the planned retirement date: (i) provide notice of such

planned replacement on its web site (www.qwest.com/disclosures); (ii) provide public notice of such planned replacement to the FCC; and (iii) provide direct notice of such planned replacement to CLEC when CLEC or its End User Customers will be affected. Such notices shall be provided in accordance with FCC rules, including 47 C.F.R. §51.327(a), and in addition to any applicable state Commission requirements. Such notices must disclose, among other things, the planned date for retiring a copper Loop and a description of the reasonably foreseeable impact of the planned changes, to ensure that CLEC maintains access to Loop facilities. In accordance with the FCC's network disclosure rules, a CLEC may file an objection with the FCC to Qwest's notice of retirement of copper loops for both short-term and long-term notifications as outlined in Part 51 of the FCC's Rules. Any such objection shall be deemed denied by the FCC ninety (90) Days after the date on which the FCC releases public notice of the intended retirement, unless the FCC rules otherwise within that period or changes its procedures with respect to deeming such objections as denied after 90 days. Denial by the FCC does not preempt the ability of the Commission to evaluate Qwest's retirement of its copper loops to ensure such retirement complies with any applicable state legal or regulatory requirements.

9.2.1.2.3.1 When infrastructure demand requires Qwest to retire copper Loops or copper Subloops, Qwest will leave copper Loops or copper Subloops serving CLEC End User Customers in service where it is Technically Feasible to do so. Should retired copper facilities be replaced by like copper facilities, Qwest and CLEC will jointly coordinate the transition of current working copper Loops and Subloops to like copper facilities so that service interruption is held to a minimum.

9.2.1.2.3.2 When Qwest retires copper Loops or copper Subloops and the replacement facilities include the placement of a remote DSLAM, to the extent that space is available, Qwest will offer CLEC Remote Collocation and/or Field Connection Point (FCP) pursuant to this Agreement in order to maintain existing services, including xDSL service provided by CLEC. Qwest and CLEC will jointly coordinate the transition of current working facilities to the new working facilities so that service interruption is held to a minimum.

9.2.1.3 **DS1 loops.** Subject to the cap described in Section 9.2.1.3.2, Qwest shall provide CLEC with nondiscriminatory access to a DS1 Loop as an Unbundled Network Element to any Building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center under this Agreement. A DS1 Loop is a digital local Loop having a total digital signal speed of 1.544 megabytes per second. DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing high-bit rate digital subscriber line services, including T1 services.

9.2.1.3.1 Regarding ordering and transition periods, see also Sections 9.1.13 – 9.1.15.

9.2.1.3.2 **Cap on unbundled DS1 Loop circuits.** CLEC may obtain a maximum of ten UNE DS1 Loops to any single Building in which DS1 Loops are available as UNE Loops.

9.2.1.4 **DS3 loops.** Subject to the cap described in Section 9.2.1.4.2, Qwest shall provide CLEC with nondiscriminatory access to a DS3 Loop as an Unbundled Network Element to any Building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center under this Agreement. A DS3 Loop is a digital local Loop having a total digital signal speed of 44.736 megabytes per second.

9.2.1.4.1 Regarding ordering and transition periods, see also Sections 9.1.13 – 9.1.15

9.2.1.4.2 **Cap on unbundled DS3 Loop circuits.** CLEC may obtain a maximum of a single UNE DS3 Loop to any single Building in which DS3 Loops are available as UNE Loops.

9.2.1.5 Intentionally Left Blank

9.2.1.6 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.6.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide UNE access to the Packet Switched features, functions and capabilities of its Hybrid Loops.

9.2.1.6.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.6.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

- a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

- b) Provide nondiscriminatory access to a spare home-run copper Loop serving that End User Customer on an unbundled basis.

9.2.2 Unbundled Loop - Additional General Terms

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. Qwest, in Provisioning High Capacity Loop facilities to CLEC, must make the same Routine Network Modifications to its existing Loop facilities that it makes for its own End User Customers. Qwest shall engage in activities necessary to activate Loops that are not currently activated in the network. Qwest shall add types of electronics that Qwest ordinarily attaches to a Loop for an End User Customer requiring a Loop, even if such electronics are not attached to a particular Loop. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Qwest will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity as defined in Section 9.7.2.5. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike to fill any order currently in the held order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis, based on the Application Date. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

When IOF facilities are used pursuant to Section 9.2.2.1, Qwest will reuse IOF facilities whenever the facilities are in good enough condition to use as Loop facilities. In such cases, these facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option via the Network Channel Interface (NCI) field on the LSR. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Regarding lack of facilities generally, see Section 9.2.2.16, Section 9.19 and Section 19.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or Proprietary information. CLEC shall be responsible for Qwest's incremental cost to provide such information or access mediation.

9.2.2.2.1.2 If Qwest deploys Next Generation Digital Loop Carrier (NGDLC) in its network, CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the minimum state technical performance standard at the Analog Unbundled Loop rates contained in Exhibit A. If necessary to meet the state standards, Qwest will, at no cost to CLEC, add or remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. 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. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest will not re-designate working distribution facilities as interoffice facilities (and vice versa) either for a CLEC or itself. Digital Loops may use a single or multiple transmission technologies. Direct Current continuity does not apply to digital capable Loops. If conditioning is required, then CLEC may be charged for such conditioning as set forth in Exhibit A, if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest will not deny access to DS1 and DS3 Loops on the basis that the Loop facilities are provisioned via fiber. If both copper and fiber are available, Qwest may elect over which facility to provision the Loop. For Hybrid

Loops, see Section 9.2.1.6.

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. If no copper facility capable of supporting the requested service is available, Qwest will hold the order pending availability of facilities.

9.2.2.3.3 Qwest may re-designate fully retired facilities for itself as well as CLEC.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide CLEC with a non-loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge. These charges will not apply if CLEC establishes that the Loop Qwest provided does not meet the Commission's minimum voice grade performance standards, Washington WAC 480-120-515(3)(a), unless Qwest later finds and establishes to CLEC that the requested conditioning caused the voice degradation. CLEC may be entitled to a credit of conditioning costs already paid to Qwest, if Qwest fails to perform the conditioning in a workmanlike or timely manner. The determination of credit or fault shall be addressed in the context of a Billing dispute.

9.2.2.4.1 Where Qwest fails to meet a Due Date for performing Loop conditioning, CLEC shall be entitled to a credit equal to the amount of any conditioning charges applied, where it does not secure the Unbundled Loop involved within three (3) months of such Due Date. Where Qwest does not perform conditioning in accord with the standards applicable under this Agreement, CLEC shall be entitled to a credit of one-half (1/2) of the conditioning charges made, unless CLEC can demonstrate that the Loop as conditioned is incapable of substantially performing the functions normally within the parameters applicable to such Loop as this Agreement requires Qwest to deliver it to CLEC. In the case of such fundamental failure, CLEC shall be entitled to a credit of all conditioning charges, except where CLEC asks Qwest to cure any defect and Qwest does so. In the case of such cure, CLEC shall be entitled to the one-half (1/2) credit identified above. Any credit to which CLEC is entitled under this provision will be automatically credited by Qwest to CLEC's bill within sixty (60) Days.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office

powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I Loops using the specifications in Qwest Technical Publication 77384 and other applicable Qwest technical publications, if any. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, at the DS1 or DS3 capable Loops rates contained in Exhibit A. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Qwest Technical Publications 77375 (DS1), 77384 (Unbundled Loops), and other applicable Qwest technical publications, if any. See Section 9.2.1.3.

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Qwest Technical Publications 77324 (DS3), 77384 (Unbundled Loops), and other applicable Qwest technical publications, if any. See Section 9.2.1.4.

9.2.2.7 Intentionally Left Blank.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a non-discriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of

Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by Digital Loop Carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement. In addition to the terms specified in Section 18 the following also applies:

"As used herein, "Audit" shall mean a comprehensive review of Qwest's company records; backoffice systems and databases pertaining to Loop information. CLEC may perform, at its expense, one audit per 12-month period commencing with the effective Date of this Agreement. If Qwest can demonstrate that it has conducted an audit as defined herein within the last 12 months and that the results are satisfactory, the CLEC may request an audit only upon demonstration of need.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Qwest Technical Publication 77384 and other applicable Qwest technical publications, if any.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: <http://ecom.qwest.com>. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-XML. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridges Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-XML. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool provides a "yes/no"

answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 Upon CLEC request, Qwest shall provide CLEC with the complete results of the most current Mechanized Loop Test ("MLT") Qwest may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, Qwest shall provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information. Qwest retains the most current MLT results for as long as the Loop remains in service. Qwest continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

9.2.2.9 The following Provisioning Options are available for Unbundled Loop elements. In addition, CLEC may utilize the Batch Hot Cut Process under the terms and conditions (including the effective date and the term) of the Amendment to the Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are not provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.2.4 If Qwest does not provide test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, CLEC may initiate a Billing dispute pursuant to Section 21.8. If the result of such Billing dispute is that Qwest failed to provide the verbal test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, Qwest will waive the Basic Installation with Performance Testing charge and instead charge CLEC for Basic Installation.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If Qwest has not contacted CLEC by the designated Appointment Time, CLEC may contact Qwest to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. (See Section 9.2.2.9). If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the non-recurring charge for the installation option, and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with

cooperative testing. The COT completes the installation in the Central Office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. Qwest will not charge CLEC to test any performance parameter defined in the Qwest Technical Publication 77384, and for any testing covered by the cost support for the applicable non-recurring charge. If CLEC requests further tests, Qwest may charge CLEC the rate in Section 9.20.4 of Exhibit A.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. Qwest will not charge CLEC to test any performance parameter defined in the Qwest Technical Publication 77384, and for any testing covered by the cost support for the applicable non-recurring charge. If CLEC requests further tests, Qwest may charge CLEC the rate in Section 9.20.6 of Exhibit A.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If Qwest has not contacted CLEC by the designated Appointment Time, CLEC may contact Qwest to initiate the scheduled cut. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. (See Section 9.2.2.9). If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the non-recurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch that offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User Customer premises. This dispatch is included by the non-recurring charge. The Field Technician will not remain on the End User Customer premises to

perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User Customer, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation with Cooperative Testing may require a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the non-recurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest will perform the performance testing necessary to assure that the facility meets appropriate performance parameters. This includes the following performance tests for various Loop types.

Interfering Bridged Tap is defined as any amount of Bridged Tap that would interfere with proper performance parameters as defined in this Section 9.2.2.9.6 and applicable industry standards.

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

Acceptance testing shall be performed on an end to end or Network Interface (NI) to Network Interface basis using Errored Second Performance Parameters.

DS1 Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Run various patterns to verify Line Code Options, timing, equalization and voltage

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops. The rates for coordinated installations are set forth in Exhibit A. Where LNP is

included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days from receipt of an accurate LSR. In addition, intervals in Exhibit C will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting an LSR and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional incremental charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for incremental charges are set forth in the Miscellaneous Charges Section 9.20.2 of Exhibit A.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge set forth in Section 9.20.3 of Exhibit A. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoration of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order

shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

9.2.2.10 Intentionally Left Blank.

9.2.2.11 Regarding maintaining and modernizing the network, see Section 9.1.9.

9.2.2.12 If there is a conflict between an End User Customer (or its respective agent) and CLEC regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User Customer to contact CLEC, and Qwest will initiate contact with CLEC.

a) Reserved for Future Use.

b) Reserved for Future Use.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain 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. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit Section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User Customer contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest may reuse the existing facilities for the service requested by Qwest to the extent those facilities are technically compatible with the service to be provided for conversion activity (i.e., not "new" activity). If Qwest so reuses facilities for Loops with LNP, Qwest will submit an LSR to CLEC indicating a reuse of facilities for Loops on the LSR, notify CLEC of the loss of the End User Customer, and disconnect the Loop that Qwest provided to CLEC on the Due Date set forth in the FOC provided by CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper Proof of Authorization.

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an End User Customer from the End User Customer's original competitive Carrier Switch (old CLEC) to CLEC's Switch (CLEC), CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old

CLEC and, at CLEC request, where technically compatible, will reuse the Loop for the service requested by CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts Qwest with a request to convert an End User Customer from Qwest to CLEC, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided for conversion activity (i.e., not "new" activity on the LSR/ASR). Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a loss notification report to the original competitive Carrier signifying completion of the loss. If Qwest fails to send a loss notification report as set forth in Section 12.2.5.2.4, Qwest will waive all erroneous charges.

+9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies CLEC that facilities ordered are not available from Qwest at the time of the order, the order will remain open, pending availability of facilities unless CLEC cancels the order. If facilities become available to fill the order, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this section.

9.2.2.17 The requirements under Section 9.23.3.7.1 shall not apply to conversions to Unbundled Loop.

9.2.3 Unbundled Loop Rate Elements

The following rates for Unbundled Loops are set forth in Exhibit A of this Agreement.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-recurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Non-recurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-recurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop Conversion Non-recurring rates associated with the conversion of special access or private lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops, as requested by CLEC.

9.2.3.5 Conditioning Non-recurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12, may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A. Other than under Section 10.2 (LNP), Qwest will not request Out of Hours Coordinated Installations.

9.2.3.8 Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply.)³⁹

9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.⁴⁰

9.2.4 Unbundled Loop Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in Section 12 of this Agreement.

9.2.4.2 See Section 5.3 regarding Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer. If CLEC uses Qwest's Loop make-up tool and Qwest's pre-order Loop make-up information shows the circuit meets the technical parameters, when the facility does not, Qwest will provide a facility to CLEC (if facilities are available as described in Section 19). Qwest will correct the information in the tool.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC may use one of Qwest's Loop make-up tools available via IMA-XML, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC may determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform

³⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 36).

⁴⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 36).

the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within seventy-two (72) hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm Due Date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the interval in Exhibit C (i.e., five (5) Days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop requires conditioning, Qwest will notify CLEC via a reject notification. CLEC must submit a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to date the new version is received by Qwest. If Qwest pre-order Loop make-up information indicated that no conditioning was required, Qwest will correct the information in its databases/tools.

9.2.4.3.1.2.3 Reserved for Future Use.

9.2.4.3.1.2.4 Reserved for Future Use.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will ensure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a Qwest Jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has

facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the CLEC Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

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

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 CLEC may request the Due Date interval in Exhibit C, which will apply when no line conditioning is required. CLEC may determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If line conditioning is required, Qwest will notify CLEC on the FOC that the Due Date may be up to fifteen (15) business days. If CLEC did not pre-approve line conditioning on the LSR and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's normal installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. If Qwest commences an installation during these hours, Qwest will complete the installation the same day with no Out of Hours charges. Installations requested to commence outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.1.1 Installations requested by CLEC to occur within normal installation hours, but performed or completed out of hours are not considered Out of Hours Coordinated Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's normal installation hours.

9.2.4.10.2.1 Other than under Section 10.2 (LNP), Qwest will not request Out of Hours Coordinated Installations.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between the Parties because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other Carriers requesting the same appointment times in the same Switch (Switch contention).

9.2.4.11 Regarding ordering of High Capacity Loops, see Section 9.1.13.

9.2.5 Unbundled Loop Maintenance and Repair

9.2.5.1 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers pursuant to Section 12. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the NID or Loop Demarcation Point. 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 Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network. In the event that Qwest reports no trouble found in its network on a trouble ticket and it is subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2.1 Upon request by either Party, CLEC and Qwest will schedule a joint repair appointment. CLEC and Qwest technicians will meet at the agreed upon location at the scheduled time. If the Qwest technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the Qwest network, Qwest will credit CLEC the Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20, or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, Qwest will charge, and CLEC will not dispute, the Maintenance of Service and Dispatch charges, if any, as set forth in Exhibit A at 9.20, associated with that technician dispatch.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest dispatches to perform tests on the Unbundled Loop at CLEC's request, a Maintenance

of Service Charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, Qwest must conduct the testing and it shall waive any trouble isolation and dispatch charges that may otherwise be applicable.

9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. If CLEC notifies Qwest a service is significantly degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours Qwest will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by Qwest shall be considered Confidential Information pursuant to Section 5.16 of this Agreement. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed Confidential Information pursuant to Section 5.16 of this Agreement.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, or if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its

network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whoever employed, within Binder Groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1 technology with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC or Commission rules and orders and industry standards.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. 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 to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single Point of Interconnection,

Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). CLEC shall not have access on an unbundled basis, under this Agreement, to a feeder Subloop defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or multiple tenant environment (MTE). CLEC shall have access, under this Agreement, to the fiber feeder plant only to the extent it is necessary to provide a complete transmission path between the Central Office and the End User Customer's premises or MTE.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.2 For any configuration not specifically addressed in this Agreement, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross-connect devices, (3) the interval applicable to any Collocation or other Provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other CLECs, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by CLECs for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.3 Any Party may request, under any procedure provided for by this Agreement, for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any CLEC for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above, only those requirements or intervals that are reasonably necessary.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a Building in a MTE environment or accessible terminals physically attached to a Building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

- a) Two-Wire/Four Wire Unbundled Distribution Loop
- b) Regarding fiber feeder plant, see Section 9.3.1.1. See also Section 9.2.1.6 regarding Hybrid Loops.
- c) Two-Wire/Four Wire Non-loaded Distribution Loop
- d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, during or after an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the Building terminal.

9.3.1.3.2.1 Reserved for Future Use.

9.3.1.3.2.2 Reserved for Future Use.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows CLEC to interconnect with Qwest where it is Technically Feasible outside of the Central Office location. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal (e.g., FDI/SAI). The terminal block allows a Qwest technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 A FCP within a Qwest accessible terminal creates a cross-connect field to support Subloop unbundling.

9.3.1.4.2.1 The terms, conditions, intervals and rates for FCP are found within section 9.3.

9.3.1.4.2.2 Placement of CLEC's equipment in a Qwest Premise that requires power and or heat dissipation is governed by the Terms of Section 8 and does not constitute a FCP.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, the FCP may be placed in an adjacent terminal. CLEC will have physical access to the splice points at Qwest's accessible terminal (e.g., FDI/SAI), when accompanied by a Qwest

technician. Such access is only for the purpose of Maintenance and Repair.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intra-building Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the Building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The Demarcation Point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements (e.g., copper feeder) to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.1.8 Collocation is not required to access Subloops used to access the network infrastructure within multiunit premises. CLEC may access these Subloops at any Technically Feasible terminal point at or near the building in any Technically Feasible manner.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. When CLEC requests a Non-Loaded Unbundled 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 Distribution Loop by removing load coils and excess Bridged Taps (i.e., "unload" the Loop). CLEC may be charged the cable unloading and Bridged Taps removal non-recurring charge in addition to the Unbundled Loop installation non-recurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the non-recurring conditioning charge will not apply. CLEC can obtain access to this unbundled element at any Technically Feasible accessible terminal.

9.3.2.1.3 Intra-building Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same Building. This Subloop element only applies when Qwest owns the intra-building cable. If Qwest does not own the intra-building cable, CLEC has the right to access such cable directly from the property manager or owner. Access to the Qwest NID will be in accordance with Section 9.5.2.3.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple Buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one Person or entity, on which there are multiple Buildings.

9.3.2.2 Intentionally Left Blank.

9.3.3 MTE Terminal Subloop Access General Terms

9.3.3.1 Access to Distribution Loops or Intra-building Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross-Connect Collocation, as defined in Section 9.3, refers to creation of a cross connect field and does not constitute Collocation as defined in Section 8. The terms and conditions of Section 8 do not apply to Cross-Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain such access, CLEC shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as an access point.

9.3.3.4 CLEC will work with the MTE Building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the Building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the Building for CLEC to enter the Building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must notify Qwest of its pair usage within ten (10) Days. If CLEC has a maintenance problem within the MTE, CLEC must identify the proper inside wire pair for repair and provide that information to Qwest. In instances where space is not immediately available for CLEC's facilities, CLEC may request a waiver of WAC 480-120-051.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its Building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. Qwest's obligation to construct a SPOI is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE, including the intrabuilding cable Subloop, if any, at such premises. In addition, Qwest shall have an obligation to build a SPOI for MTE only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI. In such instances, CLEC shall pay the applicable charge(s), identified in Exhibit A, which shall be ICB (unless the Commission establishes a different rate), based on the scope of the work required.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) Days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) Days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis, but shall be no more than ninety (90) Days unless agreed to by CLEC.

9.3.3.7.3 CLEC may cancel a request to construct an MTE-POI or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of necessary costs previously incurred by Qwest as well as costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.3.8.1 For those locations where CLEC is serving Customers, Qwest shall provide CLEC notice that an agreement has been reached with the Building owner to move the Demarcation Point in the owner's MTE to the minimum point of entry. The Qwest notice will provide the timeframe for when the Demarcation Point will be moved to the minimum point of entry. Qwest shall provide such notice within ten (10) business days after the agreement has been reached.

9.3.3.8.2 CLEC shall have the option of moving its service to the newly established Demarcation Point or negotiating with the Building owner connecting to the wiring as previously provided. Qwest shall make the appropriate Billing adjustments as of the date a newly established Demarcation Point is active.

9.3.3.8.3 If CLEC elects to move its service to the new minimum point of entry, CLEC may either perform its own cross-connect or request that Qwest perform the cross-connect. If Qwest performs the cross-connect appropriate time and material charges are applicable.

9.3.4 Detached Terminal Subloop Access General Terms

9.3.4.1 With the exception of an MTE Terminal, Unbundled Subloop elements are accessed at an FCP through an accessible terminal. However, if power and/or heat dissipation are required, a Remote Collocation request should be submitted pursuant to Section 8 of this Agreement.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, Qwest will place the FCP in an adjacent terminal when Technically Feasible.

9.3.4.2.1 Reserved for Future Use.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest 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 Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the FCP process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if Technically Feasible, all 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. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the FCP Process, the Parties may utilize the Dispute Resolution process pursuant to 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 to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5 Subloop Unbundling Ordering Process

9.3.5.1 All Subloop Types

9.3.5.1.1 Subloop elements are ordered via an LSR, pursuant to Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

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

9.3.5.2.3 Once the FCP is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use.

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC may elect to ask the MTE owner whether it owns or controls on-premises wiring at an MTE. If the owner fails to claim or disclaims ownership of such on-premises wiring or if CLEC elects not to ask such MTE owner, CLEC shall request that Qwest make a determination of whether Qwest owns or controls the on-premises wiring ("an MTE Ownership Request"). CLEC shall make an MTE Ownership Request no later than ten (10) Days before CLEC begins construction of facilities to provide local services at an MTE. Qwest shall reply to an MTE Ownership Request within (a) ten (10) Days, if CLEC's request is the first request for access at such MTE or (b) two (2) business days, if Qwest has previously confirmed ownership or control of wiring at such MTE. In the event CLEC provides Qwest with a written claim by an MTE owner, or authorized Person thereof, that such owner owns the facilities on the End User Customer side of the terminal, the ten (10) Day period shall be reduced to five (5) Days from Qwest's receipt of such claim. Qwest's investigation into its ownership and control of on-premises wiring and Qwest's reply to the MTE Ownership Request shall be at no cost to CLEC.

9.3.5.4.1.1 If Qwest fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-premises wiring as provided in Section 9.3.5.4.1 above within ten (10) Days after CLEC submits an MTE Ownership Request, or if ownership or control of on-premises wiring is otherwise unclear or disputed, Qwest will not prevent or in any way delay the CLEC's use of the on-premises wiring to meet an End User Customer request for service. After CLEC has commenced use of the on-premises wiring and if Qwest demonstrates that the facility used by CLEC is on-premises wiring, or such determination is made pursuant to Dispute Resolution, CLEC will compensate Qwest for the use of such on-premises wiring, according to rates set forth in this Agreement, on a retroactive basis from the date of when Qwest demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, CLEC may obtain access to all facilities in the Building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if CLEC requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, CLEC shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. CLEC will populate the LSR with the termination information provided by CLEC at the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If CLEC orders Intrabuilding Cable Loop, CLEC shall dispatch a

technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI in accordance with the MTE Access Protocol. CLEC, will run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 Reserved for Future Use.

9.3.5.4.5.2.1 Reserved for Future Use.

9.3.5.4.5.2.2 Reserved for Future Use.

9.3.5.4.5.2.3 Reserved for Future Use.

9.3.5.4.5.2.4 Reserved for Future Use.

9.3.5.4.6 Intentionally Left Blank.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, CLEC shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by CLEC.

9.3.5.4.8 Intentionally Left Blank.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a FCP application form to Qwest. The FCP Application Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP is complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for Provisioning a FCP, which begins upon Qwest's receipt of a complete FCP application form from CLEC. A complete FCP application form shall contain the following; End User Customer address, Central Office CLLI code, cable size, cable gauge, quantity of cables, Line Sharing (if applicable), and

Loop ordering information.

9.3.5.5.2.1.1 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A FCP in a detached terminal shall be provisioned within ninety (90) Days from Qwest's receipt of a complete FCP application.

9.3.5.5.2.1.3 If Qwest denies a request for FCP in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) Days of CLECs receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make FCP impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original FCP Collocation Application Date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining non-recurring charges shall be upon the RFS date. Upon completion of the construction activities and inspection, CLEC will pay the remaining non-recurring charge and Qwest will provide CLEC with the assignments and the necessary Subloop ordering information. With prior arrangements, CLEC can request testing of the FCP at the time of the inspection. If Qwest, despite its best efforts, including notification through the contact number on the FCP application, is unable to schedule the inspection with CLEC within twenty-one (21) Days after the RFS, Qwest shall activate the applicable charges.

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Subloop Unbundling Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly

recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - See Section 12 regarding Trouble Isolation Charges.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP Charge: Acceptance – After receipt of a FCP Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the FCP application. A FCP Acceptance shall be considered Complete, if it contains:

- a) Signed Notification of Acceptance; and
- b) Payment of fifty percent (50%) of quoted charges

9.3.6.3.2 Any Remote Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rates set forth in Exhibit A.

9.3.6.3.3 Intentionally Left Blank.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop MTE – POI Site Inventory charge is for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed. CLEC will be charged with the rate in Exhibit A for the Subloop MTE – POI Site Inventory.

9.3.6.4.2 Intentionally Left Blank

9.3.6.4.3 Intra-building Cable Non-recurring Charge – The non-recurring charge for Intra-building Cable is contained in Exhibit A.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Intentionally Left Blank

9.5 Network Interface Device (NID)

9.5.1 Description

The NID is defined in Section 4 of this Agreement. If CLEC seeks to access only a NID (i.e.,

CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the End User's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID - To the extent Qwest has deployed "Smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Network Interface Device General Terms

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or

controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a Customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another Carrier that relocates the other Carrier's test access point without notifying the affected Carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per Section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a Building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a Building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer's on-premises wiring.

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution

side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, Section 315 of the National Electric Safety Code and Section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

9.5.3 Network Interface Device Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to Section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to Section 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis. CLEC will be billed one half (1/2) the cost of the terminal and rearrangements based on forward looking costs.

9.5.3.5 CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Network Interface Device Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the Customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Submission of LSRs is described in Section 12. Qwest shall notify CLEC, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical unfeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical unfeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is

needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the Customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Network Interface Device Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original State. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in Section 12 of this Agreement.

9.6 Dedicated Transport

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

9.6.1 Description and General Terms

9.6.1.1 Dedicated Transport includes Qwest transmission facilities between Wire Centers or Switches owned by Qwest, or between Wire Centers or Switches owned by Qwest and Switches owned by CLEC.

9.6.1.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a Network Element of a single transmission path between Qwest Wire Centers in the same LATA and state. A UDIT can also provide a path between one (1) CLEC's Collocation in one (1) Qwest Wire Center and a different CLEC's Collocation in another Qwest Wire Center. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. UDIT is available in DS0 through DS3 bandwidths. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are further described in Qwest Technical Publication 77389 and other applicable Qwest Technical Publications, if any. UDITs are further addressed in Section 9.6.2.

9.6.1.1.2 Dedicated Transport includes the Network Element entrance facilities (the transmission facilities that connect competitive LEC networks with incumbent LEC networks referred to in the Parties' previous Interconnection Agreement as E-UDIT or E-UDF), but Qwest is not required to unbundle entrance facilities (including Dark Fiber entrance facilities) to add new entrance facility UNEs (including Dark Fiber entrance facility UNEs) after March 11, 2005, Entrance facilities in place prior to March 11, 2005 will follow the transition plans in Sections 9.1.13 and 9.1.14.

9.6.1.1.3 Dedicated Transport includes OCn capacity transport facilities, but

Qwest is not required to unbundle OCn capacity transport facilities to add new OCn capacity transport facilities UNEs after March 11, 2005. OCn capacity transport facilities in place prior to execution of this Agreement will follow the transition plan in Section 9.1.14.

9.6.1.1.4 Dark Fiber transport is addressed in Section 9.7.

9.6.1.1.5. Regarding ordering and transition periods, see Sections 9.1.13 – 9.1.15.

9.6.2 Unbundled Dedicated Interoffice Transport (UDIT)

9.6.2.1 Intentionally Left Blank.

9.6.2.2 DS1 and DS3 UDIT are available on an unbundled basis, except for the limitations described as part of this Section 9.6.2.2 and Section 9.6.2.3. Qwest shall unbundle DS1 transport and DS3 transport between any pair of Qwest Wire Centers except where:

9.6.2.2.1 both Wire Centers defining the Route are Tier 1 Wire Centers for DS1 transport. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

9.6.2.2.2 both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers for DS3 transport. As such, Qwest must unbundle DS3 transport if a Wire Center at either end of a requested Route is a Tier 3 Wire Center.

9.6.2.3 Limitation on DS1 and DS3 Transport.

9.6.2.3.1 On Routes for which there is no unbundling obligation for DS3 transport, but for which an unbundling obligation exists for DS1 transport, CLEC may obtain a maximum of ten (10) DS1 UDIT circuits on each Route where DS1 UDIT is available on an unbundled basis.

9.6.2.3.2 CLEC may obtain a maximum of twelve (12) DS3 UDIT circuits on each Route where DS3 UDIT is available on an unbundled basis.

9.6.2 Unbundled Dedicated Interoffice Transport (UDIT) - Additional General Terms

9.6.2.4 To the extent that CLEC is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, 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 or for itself. If not ordered as a combination, CLEC is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of CLEC when CLEC orders a continuous UDIT element from one point to another.

9.6.2.5 Intentionally Left Blank.

9.6.2.6 With the exception of combinations provided through the UNE

Combinations Section, Section 9.23, CLEC may utilize any form of Collocation for UDIT that terminates in Qwest Wire Centers. Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel Regeneration will not be charged separately for Interconnection between a Collocation space and Qwest's network. Cable distance limitations are based on ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B."

9.6.3 Unbundled Dedicated Interoffice Transport 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. 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 Wire Centers.
- c) Reserved for Future Use.
- d) DS1 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.
- e) Reserved for Future Use.

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. 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 Wire Centers.
- c) Reserved for Future Use.
- d) DS3 Non-recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.
- e) Reserved for Future Use.

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. 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 Wire Centers.

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

9.6.3.5 Rearrangement rates are contained in Exhibit A of this Agreement.

9.6.3.6 Design Change rates for UDITs are contained in Exhibit A of this Agreement. This rate does not apply when the need for such change is caused by Qwest.

9.6.4 Unbundled Dedicated Interoffice Transport 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 Section 12 of this Agreement.

9.6.4.1.2 Reserved for Future Use.

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

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Pursuant to Exhibit A, cancellation charges will apply except when:

a) The original Due Date or CLEC-initiated subsequent Due Date was, or CLEC has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer (e.g., due to no facilities); or

b) The original Due Date has been scheduled later than the expiration of the interval set forth in Exhibit C and CLEC cancels its order no later than ten (10) Days before such original Due Date.

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

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC Demarcation Point and will notify CLEC when the work activity is complete.

9.6.4.3 Intentionally Left Blank.

9.6.4.4 Intentionally Left Blank.

9.6.4.5 Qwest will perform industry standard tests, set forth in Qwest Technical Publication 77389 and other applicable Qwest Technical Publications, if any when installing UDIT service.

9.6.4.6 Regarding ordering, see also Section 9.1.13.

9.6.5 Unbundled Dedicated Interoffice Transport 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 Section 12 of this Agreement.

9.6.6 Unbundled Dedicated Interoffice Transport Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT terminations on CLEC's Demarcation Point or to change UDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs.

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 intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

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 (UDF) Transport and UDF Multi-Tenant Environment Subloop

9.7.1 Description

9.7.1.1 Dark Fiber, unlike "lit" fiber, is unused fiber within an existing fiber optic cable

that has not yet been activated through optronics to render it capable of carrying communications services. UDF Transport consists of unactivated optical interoffice transmission facilities. For the purpose of this Agreement, UDF Transport may be referred to as UDF Interoffice Facility (UDF-IOF).

9.7.1.1.1 Qwest offers, and CLEC may order, Unbundled Dark Fiber (UDF) in two (2) distinct forms:

9.7.1.1.1.1 UDF-IOF is available on a deployed transport Route between two Qwest Wire Centers or switches, except on Routes connecting Wire Centers when both of the Wire Centers are classified as either a Tier 1 or Tier 2 Wire Center. For UDF-IOF when both of the Wire Centers are classified as either a Tier 1 or Tier 2 Wire Center, the Transition Period provisions of Section 9.1.14.4 apply to any such UNE that CLEC leased as of March 11, 2005.

9.7.1.1.1.2 UDF Multi-Tenant Environment (MTE) Subloop that begins at or near an MTE to provide access to MTE premises wiring.

9.7.1.1.2 Deployed UDF facilities shall include all local exchange Dark Fiber Qwest owns directly or to which it has a right to access under agreements with any other party affiliated or not, that do not prohibit Qwest's ability to provide access to another Person or entity.

9.7.1.2 Regarding UDF Loop, see Section 9.2.1. Regarding E-UDF, see Section 9.6.1.1.2.

9.7.2 UDF-IOF and UDF MTE Subloop General Terms

9.7.2.1 – Intentionally Left Blank

9.7.2.2 Qwest will provide CLEC with non-discriminatory access to UDF-IOF and UDF MTE Subloop in accordance with section 9.1.2. Qwest will provide UDF-IOF and UDF MTE Subloop of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2.1 For UDF-IOF, at accessible terminations within Qwest Wire Centers and/or Switch locations such as fiber distribution panels.

9.7.2.2.2 For UDF-MTE Subloop, a point of Technically Feasible access which is any point in Qwest's outside plant at or near an MTE premises, such as where a technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within to access the wiring in the MTE premises. Such points include, but are not limited to, a pole or pedestal, the network interface device, the minimum point of entry, the single Point of Interconnection, and the feeder/distribution interface. Qwest shall not improperly classify Dark Fiber as another type of facility to avoid Qwest's obligation to avoid its UDF MTE Subloop unbundling obligations.

9.7.2.2.3 CLEC may request placement of a FDP in order to access unterminated UDF pursuant to Section 9.19. For UDF-IOF, CLEC may request placement of the FDP in any Qwest Wire Center.

9.7.2.3 Qwest will provide CLEC with access to deployed UDF-IOF facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of one (1) strand or 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 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 termination on each fiber pair. Efficient use of UDF MTE Subloop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (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 UDF-IOF in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than 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 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 meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) Days of denying CLEC's request (by written notice) 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. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) Day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

c) See also Section 9.7.1.2.

9.7.2.6 Qwest will provide CLEC with access to the 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 Technical Publication 77383 and other applicable Qwest technical publications, if any.

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

9.7.2.9 Intentionally Left Blank

9.7.2.10 Upon thirty (30) Days notification to CLEC, 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 such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such 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 UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use.

9.7.2.12 CLEC must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF. No Collocation is required in intermediate Central Offices within a UDF-IOF or at Central Offices where CLEC's UDF-IOFs are cross connected. CLEC has no access to UDF-IOF at those intermediate Central Offices.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF MTE Subloop, CLEC is responsible for all work activities at the End User Customer premises. All negotiations with the premises End User and or premises owner are solely the responsibility of CLEC.

9.7.2.14 Intentionally Left Blank.

9.7.2.15 Intentionally Left Blank.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: CLEC may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC will provide light generating equipment. If CLEC does not identify the Wire Center on its order, Qwest and CLEC shall mutually agree on the Wire Center at which CLEC will provide the light generating equipment.

9.7.2.18 If, within ten (10) Days of the date Qwest provisioned an order for UDF,

CLEC demonstrates that the UDF pair(s) provisioned over requested Route do not meet the minimum parameters set forth in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross-connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional non-recurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the non-recurring charges associated with the Provisioning excluding IRI and Field Verification and will discontinue all recurring charges.

9.7.3 UDF-IOF and UDF MTE Subloop Ordering Processes

9.7.3.1 The first step of the UDF-IOF and UDF MTE Subloop ordering process is the inquiry process. Qwest has simple and complex inquiries.

9.7.3.1.1 The simple Initial Records Inquiry (IRI) is used to determine the availability of UDF-IOF between two (2) Qwest Wire Centers. For UDF-IOF, CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.1.1 If there is UDF-IOF available, the UDF IRI response for UDF-IOF will contain up to five (5) available UDF Routes between the CLEC-specified end locations. If additional Routes are available, Qwest will notify CLEC that such additional Routes exist and negotiate how that additional information will be made available.

9.7.3.1.2 The complex IRI is used to determine if a UDF MTE Subloop is available pursuant to Section 9.7.2.2.2.

9.7.3.1.2.1 As part of a complex IRI, CLEC must submit a Field Verification Quote Preparation (FVQP) form. Qwest will verify the locations for splicing and the fieldwork required for the conversion.

9.7.3.1.3 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5 (b). Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3.1 For UDF MTE Subloop complex IRIs, Qwest will prepare and submit to CLEC a quote, along with the original FVQP form, within the interval in Exhibit C.

9.7.3.2 CLEC will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF Provisioning order upon

receipt of the UDF Provisioning request. If the preliminary APOT address is changed by CLEC, a new Provisioning time line for UDF must be established.

9.7.3.3 Termination at Qwest Wire Center: If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF terminations at a Qwest Wire Center Qwest will begin the Provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that Provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges, if any, will apply in accordance with Exhibit A.

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to Section 9.7.3.1 of this Agreement and receive a UDF inquiry response that reflects that the Route to be reserved is available. CLEC is also strongly encouraged to request a field verification that the Route to be reserved is available. If CLEC does not obtain a field verification, CLEC assumes the risk that records upon which the UDF inquiry response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. CLEC may extend or renew reservations, by contacting Qwest, if there is delay in completion of the Collocation build. UDF reservations are also available for a six-month period, if a Collocation application has not been submitted. CLEC must submit the Collocation application by the last day of the six month period, and contact Qwest with the Collocation application information to extend the UDF reservation. All applicable UDF recurring charges specified in Sections 9.7.5.2 will be assessed at the commencement of the reservation. Non-recurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 UDF-IOF and UDF MTE Subloop Maintenance and Repair

9.7.4.1 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 Section 12 of this Agreement.

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross-connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Qwest Technical Publication 77383 and other applicable Qwest technical publications, if any, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 UDF-IOF and UDF MTE Subloop Rate Elements

9.7.5.1 UDF-IOF and UDF MTE Subloop rates are contained in Exhibit A of this

Agreement and include the following elements:

- a) Initial Records Inquiry (IRI). Qwest has simple and complex inquiries. These rate elements are a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each Route check requested by CLEC. Qwest has simple and complex inquiries. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.
- b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers for UDF MTE Subloop. Qwest will prepare a quote which will explain what work activities, timeframes, and additional costs, including recurring and non-recurring costs, are associated with providing access to this FDP location. This quote will be good for thirty (30) Days. The FVQP is not necessary when the request is between Qwest Wire Centers (i.e., simple IRI for UDF). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Engineering Verification charge (described in sub-section (c)) assessed in the context of the reservation.
- c) Engineering verification. This rate element is a records check for UDF MTE Subloop, if CLEC has requested verification before placing a verification request for UDF that CLEC desires to reserve and the request involves splicing.

9.7.5.2 The following rate elements (contained in Exhibit A) are used once the availability of UDF has been established and CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements – The rate for these elements will vary depending on whether CLEC orders a strand or pair, as shown in Exhibit A.

- a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center(s). A UDF-IOF termination charge applies per single strand termination or per pair termination at an FDP or like cross-connect point.
- b) UDF IOF Fiber Transport Rate Element. This rate element is recurring. This rate element provides a transmission path between Qwest Wire Centers. This recurring rate element is mileage sensitive based on the Route miles of the UDF rounded up to the next mile.
- c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and non-recurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). A minimum of two (2) UDF IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The non-recurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-IOF.

d) Unbundled Dark Fiber- Order Charge, First Route, per order. This rate element is the nonrecurring component assessed for installation of unbundled Dark Fiber, by the strand. The element applies for the first strand or pair that is requested to terminate at a single location. See Exhibit A.

e) Unbundled Dark Fiber- Order Charge, each additional Route, per order. This rate element is the nonrecurring component assessed for installation of each additional unbundled Dark Fiber strand. The element applies to each additional strand or pair ordered to the same location, on the same request. See Exhibit A.

f) UDF transport Fiber Cross-Connect Disconnect Rate Element. This rate is a non-recurring charge and is used to disconnect the optical connection from the IOF FDP to CLEC's optical Demarcation Point (ICDF). This charge applies per office.

9.7.5.2.2 Unbundled Dark Fiber Splice. This rate element is the nonrecurring charge assessed for the splice location, if required, to make the UDF MTE Subloop accessible. This rate element is for the work performed at the accessible first manhole or splicing location associated with an UDF MTE Subloop order. See Exhibit A.

9.7.5.2.3 UDF MTE Subloop. This rate element is the recurring charge assessed for the UDF MTE Subloop and it is ICB (Individual Case Basis).

9.8 911 and E911 Call-Related Databases

9.8.1 Qwest shall provide CLEC nondiscriminatory access to 911 and E911 databases only as required by the Act and 47 C.F. R. §51.319 and subparts. See Section 10.3 for the terms and conditions for 911/E911 Service.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)⁴¹

9.9.1 Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains a phase-out order (pursuant to Section 1.7.3) from the Commission within four months from the effective date of this Agreement.⁴²

⁴¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 95).

⁴² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 95).

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- 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 Special Request Process set forth in Exhibit F or the Bona Fide Request Process, as applicable.

9.19 Construction Charges

Subject to the requirements in Section 9.1.2 of the Agreement, Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill CLEC's request for UNEs other than pursuant to terms and conditions applicable to Qwest's retail End User Customers, 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 the Construction Charges Section of the equivalent retail service Tariff or alternatively at CLEC's election through an advance payment of a Special Construction price quote. Qwest will impose these Construction charges only when Qwest agrees to construct facilities in response to (a) CLEC requests for UNEs outside of Qwest's current service area or (b) CLEC requests for UNEs at a location that is served by facilities that are already at full capacity and the CLEC request would require Qwest to construct facilities in larger quantities or at a higher grade of service than Qwest provides to its Retail End User Customer or when CLEC elects to request construction in lieu of having an order held for lack of available facilities. Qwest will treat the CLEC's order consistently with how Qwest would treat a Retail End User Customer order for services that require construction of comparable facilities. When CLEC orders the same or substantially similar service or facilities available to Qwest Retail 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 Retail End User Customer. If Qwest agrees to construct facilities that satisfies the description of one (1) or more UNEs contained in this agreement, those facilities shall be deemed UNEs. The request process for UNE construction is sometimes referred to as "Competitive Local Exchange Carrier (CLEC) Requested Unbundled Network Elements (UNE) Construction" or "CRUNEC". The request process for UNE construction is not required for requests that can be resolved as described in Section 9.1.2.1.1.

9.19.1 To initiate the construction of additional UNE facilities, CLEC must submit a request by contacting the Qwest Service Manager.

9.19.2 The Records Quote Prep Fee (RQPF) is a non recurring charge assessed before a preliminary review of records is completed. This fee is required to provide a high level overview of the cost of construction. The resulting quote should be used to assess the feasibility of CLEC in using the UNE construction process. The estimate provided via RQPF process is based on records only and will not be binding. A credit for the RQPF will be applied to the cost of the CQPF (described in 9.19.3 below).

9.19.3 The Construction Quote Prep Fee (CQPF) is a non-recurring charge assessed prior to preparing the UNE construction quote. This fee is required to provide a specific quote for the cost of construction. The resulting quote will reflect the amount the CLEC will pay should CLEC agree to pursue construction. CLEC may choose this option after receipt of an RQPF, or may opt to pay for the CQPF at any time after receiving notification that facilities are not available to complete the service request. A credit for the CQPF will be applied to the cost of construction if CLEC accepts the quoted UNE construction price.

9.19.4 Qwest retains the CQPF if the CLEC chooses not to proceed with the construction. At any point after remitting the payment for the UNE construction quote, if CLEC decides to discontinue the construction, Qwest will refund the CQPF payment, excluding expenditures already incurred for the work completed (Engineered, Furnished and Installed (EF&I)) on the requested UNE. Qwest will provide a brief description of the work completed.

9.19.5 For purposes of this Section 9.19, EF&I is defined as:

Engineering labor to analyze the needs for the requested UNE and design and issue the required work orders

Furnished material cost

Installation labor costs to complete the work order

9.19.6 Rates for UNE construction are contained in Section 9.19 of Exhibit A.

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9.21 Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice service when CLEC obtains switching as a Network Element pursuant to a separate written agreement. Line Splitting uses the frequency range above the voice band on a single Loop for the advanced data service. The advanced data service may be provided by the Customer of Record (the voice service provider) or another data service provider chosen by the Customer of Record. A Splitter must be inserted into the Loop in order to accommodate

the establishment of the advanced data service. The Splitter separates the voice and data traffic and allows the Loop to be used for simultaneous DLEC data transmission and CLEC-provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of Record (the voice service provider) will order the insertion of a Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a Splitter installed in the Qwest Wire Center that serves the End User Customer. The Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC's voice service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given Line Splitting arrangement.

9.21.2.1.5 The Customer of Record will be able to request conditioning of the Loop portion of the Line Splitting arrangement. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 Splitters may be installed in Qwest Wire Centers at the discretion of CLEC/DLEC via the standard or Common Area Splitter Collocation arrangements set forth in the Collocation Section of this Agreement. Under either option, Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For Line Splitting, Qwest shall use the same number of Cross Connections and the same number of tie pairs as it uses for other split services provided under this Agreement.

9.21.2.1.7 Intentionally Left Blank.

9.21.2.1.8 Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

The following Line Splitting rate elements are contained in Exhibit A of this Agreement.

9.21.3.1 Recurring Rates for Line Splitting.

9.21.3.1.1 Interconnection Tie Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of two (2) ITPs, one (1) for voice and one (1) for voice/data. See Section 9.1 of Exhibit A.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications. See Section 12 of Exhibit A.

9.21.3.2 Non-recurring Rates for Line Splitting

9.21.3.2.1 Basic Installation Charge for Line Splitting – A non-recurring charge for each Line Splitting arrangement installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with Line Splitting. A non-recurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service.

9.21.3.3 Non-recurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A non-recurring charge for Trouble Isolation will be applied in accordance with the Access to OSS – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of Record 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, Section 9.20.4.

9.21.3.4 Rates for Splitter Collocation are included in Section 8.1.20 of Exhibit A of this Agreement.

9.21.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 established by the Commission.

9.21.4 Ordering Process

9.21.4.1 Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Access to OSS Section. The Customer of Record will determine, in its sole discretion and at its risk, whether to add data services to any specific Loop.

9.21.4.1.2 The Customer of Record will provide on the LSR, the

appropriate frame terminations that are dedicated to Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and ICDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting 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/DLEC's collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of Record shall not place orders for Line Splitting until all work necessary to provision Line Splitting in a given Qwest Wire Center, including, but not limited to, Splitter installation and tie cable reclassification or augmentation has been completed.

9.21.4.1.5 If the voice service is disconnected on a Line Splitting arrangement, the Line Splitting arrangement shall terminate. CLEC may arrange to provide DSL service to the End User Customer through purchase of another product.

9.21.4.1.6 The Customer of Record (the voice service provider) shall submit the appropriate LSRs associated with establishing Line Splitting.

9.21.5 Billing

9.21.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.21.5.2 Qwest shall bill the Customer of Record for all recurring and non-recurring Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access Line Splitting at the point where the combined voice and data Loop is cross connected to the Splitter.

9.21.6.2 The Customer of Record will be responsible for reporting to Qwest voice service troubles provided over Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the Customer premises and the Demarcation Point in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the Splitters will be responsible for their maintenance.

9.21.6.3 Intentionally Left Blank.

9.21.6.4 When Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the Splitters. CLEC/DLEC will leave one (1) 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.

9.21.6.5 When Splitters are installed in Qwest Wire Centers via standard

Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC providing the voice service. Qwest will bill the Customer of Record for Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of Record to perform ordering and/or Maintenance and Repair functions, the Customer of Record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of Record. Such access will be managed by the Customer of Record.

9.21.7.3 The Customer of Record shall hold Qwest harmless with regard to any harm to Customer of Record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of Record or any other Person who has obtained from the Customer of Record the necessary access and security devices through the Customer of Record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such Person to access the records of the Customer of Record unless such access and security devices were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

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9.23 Combinations

9.23.1 UNE Combinations 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 Enhanced Extended Link (EEL), according to the following terms and conditions.

9.23.1.2 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 any UNE Combinations in conjunction with any other service or

element unless specified in this Agreement or as required for Technical Feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE Combination(s) accessed by CLEC 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 unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, State laws, the Special Request Process or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission

9.23.1.2.2 In addition to the UNE Combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide Telecommunications Services. See Section 24 regarding Commingling.

9.23.1.2.3 Where a CLEC has been denied access to a Loop as a UNE, CLEC may connect a similar bandwidth alternative service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. See Section 24 regarding Commingling.

9.23.1.3 When ordered as Combinations of UNEs, Network Elements 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 or combined as a working service 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, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, upon CLEC request Qwest will build facilities as required by Section 9.1.2.1.

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, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, upon CLEC request, Qwest will build facilities as required by Section 9.1.2.1 to enable the Combination of UNEs that are not ordinarily combined in Qwest's network and further provided that 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, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, upon CLEC request, Qwest will build facilities as required by Section 9.1.2.1 to enable the combination of CLEC facilities with UNEs leased from Qwest and further provided that 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 UNE Combinations Description and General Terms

9.23.2.1 UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and **Loop Mux Combinations**.⁴³ If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.

9.23.3 Additional UNE Combinations General Terms

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 Carriers 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 CLEC may request access to and, where appropriate, development of,

⁴³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 135).

additional UNE Combinations. For UNEs Qwest currently combines in its network CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.3 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

9.23.3.4 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available

9.23.3.5 Regarding Number Portability see Section 10.2.1.1.

9.23.4 Enhanced Extended Links (EELs),⁴⁴ Commingled EELs, and High Capacity EELs

When a UNE circuit is commingled with a non-UNE circuit, the rates, terms and conditions of the ICA will apply to the UNE circuit (including the Commission jurisdiction) and the non-UNE circuit will be governed by the rates, terms and conditions of the appropriate Tariff.⁴⁵

EEL – EEL consists of a combination of an Unbundled Loop and unbundled Dedicated Transport (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those Unbundled Network Elements. Such an EEL is a UNE Combination.

Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a loop-transport⁴⁶ Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)

High Capacity EEL – “High Capacity EEL” is a loop-transport⁴⁷ Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.

⁴⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

⁴⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

⁴⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

⁴⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

9.23.4.1 Service Eligibility Criteria for High Capacity EELs

The Service Eligibility Criteria set forth in Section 9.23.4.1.2 apply to High Capacity EELs. The Service Eligibility Criteria apply to all conversions of a special access circuit to a High Capacity EEL and obtaining a new High Capacity EEL. These Service Eligibility Criteria do not apply for access to other UNEs (e.g., voice-grade Loops, stand alone High Capacity Loops or voice grade EELs).

9.23.4.1.1 Except as otherwise provided in Section 9.23.4.1.2, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

9.23.4.1.2 Qwest need not provide access to (1) an unbundled DS1 Loop in combination, or Commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 Loop in combination, or Commingled, with a dedicated DS3 transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 channel termination service, unless CLEC certifies pursuant to Section 9.23.4.2 that all of the following criteria ("Service Eligibility Criteria") are met:

9.23.4.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

9.23.4.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

9.23.4.1.2.2.1 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. The origination and termination of local voice traffic should not include a toll charge and should not require dialing special digits beyond those normally required for a local voice call.

9.23.4.1.2.2.2 Each DS1-equivalent circuit on a DS3 EEL must have its own local telephone number assignment, so that each DS3 circuit has at least twenty-eight (28) local telephone numbers assigned to it.

9.23.4.1.2.2.3 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit. CLEC may satisfy the number and 911/E911 criteria to initiate the ordering process for a

new High Capacity EEL circuit by certifying that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

9.23.4.1.2.2.4 Collocation. CLEC will provide the associated Connecting Facility Assignment ("CFA"), as provided in Section 9.23.6.1.4. In addition:

9.23.4.1.2.2.4.1 Collocation. Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and is located at a third party's premises within the same LATA as the End User Customer's premises, when Qwest is the collocator.

9.23.4.1.2.2.4.1.2 Collocation must be within Qwest's network and cannot be at an Interexchange Carrier points of presence (POP) or ISP POP. However, CLEC can satisfy this prong through reverse Collocation. This includes the installation of Qwest equipment at the premises of CLEC or any other entity not affiliated with Qwest, regardless of whether Qwest has a cage. Any non-Qwest Collocation arrangement, including indirect Collocation, pursuant to Section 251(c)(6) meets this test.

9.23.4.1.2.2.5 Each High Capacity EEL circuit must be served by an Interconnection trunk in the same LATA as the End User Customer premises served by the High Capacity EEL, and that for every 24 DS1 EELs or the equivalent, CLEC must maintain at least one active DS1 Interconnection trunk for the exchange of local voice traffic.

9.23.4.1.2.2.5.1 An Interconnection trunk meets the requirements of this Section if the CLEC will transmit the Calling Party Number or Charge Number, as described in Section 7.2.2.4.2, in connection with calls exchanged over the trunk. As a safeguard against gaming, if CLEC strips off the Calling Party Number or modifies the Charge Number on calls exchanged over the Interconnection trunk, that trunk shall not be counted towards meeting the trunk/EEL ratio.

9.23.4.1.2.2.5.2 One-way inbound Interconnection trunks are not excluded. CLEC may choose to purchase a two-way trunk, or may purchase a one-way trunk and arrange for Qwest to purchase a one-way trunk in the opposite direction. If, however, CLEC does not arrange for a meaningful exchange of traffic, which must include hand-offs of local voice calls that flow in both directions, those arrangements cannot be attributed toward satisfaction of

this Service Eligibility Criterion.

9.23.4.1.2.2.5.3 CLEC is not required to associate the individual High Capacity EEL Collocation termination point with a local Interconnection trunk in the same Wire Center. The High Capacity EEL and the Interconnection trunk may terminate in different Wire Centers.

9.23.4.1.2.2.6 Local Switching. Each circuit to be provided to each End User Customer will be served by a Switch capable of switching local voice traffic.

9.23.4.1.2.2.7 If circumstances change so that the circuit no longer meets the Service Eligibility Criteria, see Section 9.1.13.5.1.

9.23.4.2 CLEC Self-Certification for High Capacity EELs

9.23.4.2.1 CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. This certification letter will be sent to Qwest prior to ordering or converting the first individual High Capacity Loop in combination, or Commingled, with a Qwest-provided High Capacity transport facility or service under this Agreement. This certification will be updated only when a substantive change to the information in CLEC's self-certification letter impacts compliance with the Service Eligibility Criteria.

9.23.4.2.1.1 In its self-certification letter, CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 or that it can Switch local voice traffic.

9.23.4.2.1.2 CLEC may satisfy the numbering and 911/E911 criteria to initiate the ordering process for a new EEL circuit by certifying in its letter that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

9.23.4.2.1.3 Qwest will provide unimpeded access to High Capacity EELs based upon self-certification, subject to later verification based upon cause. To the extent that Qwest seeks to challenge CLEC's self-certification of any High Capacity EEL, Qwest shall follow the auditing provisions of Section 9.23.4.3. Qwest may not withhold the facility in question while the challenge is pending.

9.23.4.3 Qwest Service Eligibility Audits for High Capacity EELs

9.23.4.3.1 Service Eligibility Audits. Qwest may perform limited audits ("Service Eligibility Audits") only to the extent reasonably necessary to determine CLEC's compliance with the Service Eligibility Criteria set forth in Section 9.23.4.1. Notwithstanding any other provision of this Agreement, Service Eligibility Audits shall be performed in accordance with the following guidelines:

9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to

ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2.⁴⁸

9.23.4.3.1.1.1 Qwest shall provide at least thirty (30) Days written notice to CLEC before commencing a Service Eligibility Audit. At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

9.23.4.3.1.1.1.1 Intentionally Left Blank.⁴⁹

9.23.4.3.1.2 The Parties shall make reasonable efforts to cooperate with each other and the independent auditor during any Service Eligibility Audit. CLEC will maintain appropriate documentation to support the certification described in Section 9.23.4.2.1. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.4.3.1.3 Independent Auditor. An independent auditor shall perform any Service Eligibility Audits. Qwest shall obtain and pay for the independent auditor, except as described in Section 9.23.4.3.1.3.4.

9.23.4.3.1.3.1 To the extent that the Parties dispute the definition of an "independent" auditor and whether a given party satisfies the test for independence, the appropriate forum for this determination is the Commission.

9.23.4.3.1.3.2 The independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise. This requires the independent auditor to perform an examination engagement and issue an opinion regarding CLEC's compliance with the Service Eligibility Criteria. The concept of materiality governs the audit. The independent auditor will conclude whether CLEC complied in all material respects with the applicable Service Eligibility Criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

9.23.4.3.1.3.3 If, based upon the audit, Qwest challenges CLEC's compliance with the Service Eligibility Criteria, Qwest shall provide a copy of the auditor's report to CLEC within thirty (30) Days from the date of Qwest's receipt of the report from the auditor. If the Parties disagree as to the findings or conclusions of the auditor's

⁴⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 106) (deletion).

⁴⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 106).

report, the Parties will follow the Dispute resolution procedures Section 5.18 of this Agreement.

9.23.4.3.1.3.4 To the extent the independent auditor's report finds that CLEC failed to comply in all material respects with the Service Eligibility Criteria and CLEC does not successfully dispute this finding, CLEC must reimburse Qwest for the cost of the independent auditor.

9.23.4.3.1.3.5 To the extent the independent auditor's report finds that CLEC complied in material respects with the Service Eligibility Criteria, Qwest must reimburse CLEC for CLEC's costs associated with the audit, including staff time and other appropriate costs for responding to the audit (e.g., collecting data in response to auditor's inquiries, meeting for interviews, etc.).

9.23.4.3.1.4 Qwest shall not require CLEC to submit to a Service Eligibility Audit prior to Provisioning High Capacity EELs. Qwest shall not conduct a Service Eligibility Audit with respect to CLEC, on more than an annual basis, unless the Service Eligibility Audit finds that CLEC failed to comply in all material respects. For purposes of calculating and applying an "annual basis," "annual basis" shall mean a consecutive 12-month period, beginning with Qwest's written notice pursuant to Section 9.23.4.3.1.1.1 that an audit will be performed. If a Service Eligibility Audit finds non-compliance, Qwest may conduct another Service Eligibility Audit (but no more than one in each quarter). If any subsequent Service Eligibility Audit does not find that CLEC complied in all material respects, then Qwest shall not exercise its Service Eligibility Audit rights for the remainder of the 12-month period.

9.23.4.3.1.5 To the extent the independent auditor's report finds that CLEC failed to comply in all material respects with the Service Eligibility Criteria and CLEC does not successfully dispute this finding, CLEC must true-up any difference in payments paid to Qwest and the rates and charges CLEC would have owed Qwest beginning from the date the non-compliant circuit was established as a UNE or UNE Combination when in fact it was non-complaint, but no earlier than the date on which this Agreement is effective; convert all non-compliant circuits to the appropriate service, and make the correct payments on a going-forward basis.

9.23.4.3.1.5.1 CLEC shall submit orders to Qwest to either convert all non-compliant circuits to the equivalent or substantially similar wholesale service or disconnect non-compliant circuits within thirty (30) Days of the date on which the CLEC receives a copy of the auditor's report, and CLEC shall begin paying the trued-up and correct rates for each converted circuit beginning with the next Billing cycle following Qwest's acceptance of such order, except as described in Section 9.23.4.3.1.5.1.1.

9.23.4.3.1.5.1.1 If CLEC disputes the auditor's finding and initiates a proceeding with the Commission for resolution of the Dispute, in accordance with the Dispute resolution provision of this Agreement (see Section 5.18), no changes shall be made until after a determination is made in the Dispute.

9.23.4.4 Additional Terms for EELs⁵⁰

9.23.4.4.1 EELs may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, EELs may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.⁵¹

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

9.23.4.4.3 Installation intervals for UNE Combinations are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address: <http://www.qwest.com/carrier/guides/sig/index.html>⁵²

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

9.23.4.4.5 EEL is available only where existing facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, Qwest will build facilities pursuant to Section 9.1.2.1 to enable the delivery of EEL at the desired location.

9.23.4.4.6 Upon request Qwest will perform rearrangements as described in Sections 9.23.4.4.6.1 and 9.23.4.4.6.2 below.

9.23.4.4.6.1 The non-recurring charge ("NRC") in Exhibit A for rearrangements will apply for the following conversion-as-specified requests: (1) Roll an existing private line circuit from an existing private line multiplexed facility to a different existing EEL multiplexed facility and convert the private line circuit to EEL; (2) Re-terminate an existing multiplexed private line circuit from one slot to another at the same CLEC's Collocation Alternate Point of Termination (APOT) and convert the multiplexed private line circuit to a multiplexed EEL facility; and (3) Redesign an existing point-to-point private line circuit to ride a different

⁵⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

⁵¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101) (deletion).

⁵² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

existing multiplexed EEL facility or commingle with an existing private line multiplexed facility; and convert the private line circuit to an EEL Loop. For (1), (2), and (3) in this Section, all work must be performed in the same Qwest Wire Center and the End User Customer's address will not change.

9.23.4.4.6.2 The NRC in Exhibit A for rearrangements will apply when rearranging service on an existing EEL for the following rearrangement requests: (1) move an EEL Loop from one slot to a different slot on the same Multiplexed EEL; (2) re-terminate an EEL from one slot to a different slot at CLEC's Collocation APOT; and (3) Roll an EEL Loop from one multiplexed EEL to a different multiplexed EEL in the same Qwest Wire Center; (4) Redesign an existing DS1 EEL, eliminating the DS1 transport, and re-terminate the DS1 EEL Loop to ride a DS3 multiplexed facility. The DS3 multiplexer must be located in the same Qwest Wire Center that serves the End User Customer's address. For (1), (2), (3) and (4) in this Section, all work must be performed in the same Qwest Wire Center and the End User Customer's address will not change.

9.23.4.5 Ordering Process for EELs⁵³

9.23.4.5.1 CLEC will submit orders for EELs⁵⁴ using the LSR process. Submission of LSRs is described in Section 12.

9.23.4.5.1.1 Intentionally Left Blank.⁵⁵

9.23.4.5.1.2 Qwest shall not require CLEC to provide the local telephone number assignment; evidence of 911/E911 capability; the "A" and "Z" location of the LIS trunks; or the "26 code" (which is the alphanumeric code designated by Qwest for the LIS trunk group) in the ordering process.

9.23.4.5.2 Qwest will install the appropriate channel card based on the DS0 EEL Loop LSR order and apply the charges.

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

9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs. Qwest may require two (2) service requests when CLEC orders Multiplexed (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.⁵⁶

⁵³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

⁵⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶¶ 101, 110).

⁵⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶¶ 101, 110).

⁵⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114) (deletion).

9.23.4.5.4.1 Regarding conversion of EELs to Commingled EELs, see also Sections 9.1.13-9.1.15.

9.23.4.5.5 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's normal installation hours pursuant to the terms described in Section 9.2.4.10.

9.23.4.5.6 For expedited orders, see Section 12.2.1.2.⁵⁷

9.23.4.6 Rate Elements for EELs⁵⁸

9.23.4.6.1 EEL Loop. The EEL Loop is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Loop is available in DS0, DS1 and DS3 bandwidths. The recurring and nonrecurring rates in Exhibit A apply.

9.23.4.6.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, and DS3 bandwidths. The recurring rates in Exhibit A apply.

9.23.4.6.3 EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. EEL multiplexing is ordered with EEL Transport. The recurring and nonrecurring rates in Exhibit A apply.

9.23.4.6.3.1 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.

9.23.4.6.3.2 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.

⁵⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 146).

⁵⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 101).

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

9.23.4.6.5 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.

9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps.⁵⁹

9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification ("circuit ID") for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;⁶⁰

9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);⁶¹

9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and⁶²

9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.⁶³

9.23.4.6.7 For Out of Hours Coordinated Installations rate elements, see Section 9.2.3.7.

9.23.4.6.8 A rearrangement nonrecurring charge ("NRC") as described in Exhibit A applies to each rearrangement described in Section 9.23.4.4.6.

⁵⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 118).

⁶⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 118).

⁶¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 118).

⁶² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 118).

⁶³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 118).

9.23.4.7 Maintenance and Repair for UNE Component of Point-to-Point Commingled EELs⁶⁴

9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, so long as Qwest provides more than one circuit ID per Commingled EEL, CLEC may provide all circuit IDs associated with the Commingled EEL in a single trouble report (*i.e.*, Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL). If CLEC is using CEMR to submit the trouble report, for example, CLEC may report one circuit ID and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (*i.e.*, the “ticket” number) (described in Section 12.1.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported.⁶⁵

9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.⁶⁶

9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.⁶⁷

9.23.5 General UNE Combinations Rates and Charges

9.23.5.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and non-recurring application.

9.23.5.1.1 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 are contained in Exhibit A.

9.23.5.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination consistent with Section 252(d) of the Act and providing access to the UNE Combination and will be compliant with

⁶⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114).

⁶⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114).

⁶⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114).

⁶⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 114).

Existing Rules. These nonrecurring charges, if any, are described in Exhibit A.

9.23.5.1.3 If CLEC elects to use the SR process to obtain access to a different UNE Combination, the recurring rates for the UNE Combination will be no greater than the total of the recurring rates in Exhibit A in that combination, unless Qwest negotiates with CLEC that the particular SR request would require different recurring rates. Any disputes regarding different rates other than in Exhibit A would follow the dispute resolution process outlined in Section 5.18. While any such rate dispute is pending, Qwest shall make the different UNE Combination available at recurring rates for the UNE Combination that are no greater than the total of the recurring rates in Exhibit A in that combination, and those recurring rates will be Interim Rates.

9.23.6 UNE Combinations Ordering Process

9.23.6.1 Ordering processes are contained in Section 12 of this Agreement. The following is a high-level description of the ordering process for UNE Combinations:

9.23.6.1.1 Step 1: Complete product questionnaire with account team representative. See Section 3.

9.23.6.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative. See Section 21.

9.23.6.1.3 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE Combination rates to the Qwest Billing system.

9.23.6.1.4 Step 4: After account team notification, place UNE Combination orders via an LSR or ASR as appropriate. CLEC will provide the Connecting Facility Assignment (CFA) associated with each circuit pursuant to either Local Service Ordering Guidelines (LSOG) or, Access Service Ordering Guidelines (ASOG). Submission of LSRs and ASRs is addressed in Section 12.

9.23.6.2 Service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.⁶⁸

9.23.6.3 Due Date intervals are established when Qwest receives a complete and accurate LSR or ASR made through the IMA, XML or QORA interfaces or through facsimile. For EEL, and all other UNE Combinations, 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. For EEL, and all other UNE Combinations, the service interval will begin on the next business day for service requests received on a non-

⁶⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16, (¶ 135).

business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.6.4 Intentionally Left Blank.

9.23.6.5 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 its 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, a New Service Provider, or CLEC request service be discontinued to the End User Customer. Qwest will notify CLEC OSS via interface or other agreed upon processes when an End User Customer moves to another service provider. (For Loss and Completion reports, see Section 12.) Qwest shall not provide CLEC or Qwest retail operations or personnel with the name of the other service provider selected by the End User Customer.

9.23.6.6 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.

9.23.7 Billing

9.23.7.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.8 UNE Combinations Maintenance and Repair

9.23.8.1 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.

9.23.9 Loop-Mux Combination (LMC)

9.23.9.1 Description

9.23.9.1.1 Loop-Mux combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) combined with a DS1 or DS3 multiplexed facility with no interoffice transport. The multiplexed facility is provided as an Interconnection Tie Pair (ITP) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.⁶⁹

9.23.9.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher

⁶⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

bandwidth via a DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.⁷⁰

9.23.9.1.3 Qwest offers the LMC as a Billing conversion or as new Provisioning.⁷¹

9.23.9.2 Terms and Conditions

9.23.9.2.1 A UNE Extended Enhanced Loop (EEL) may be combined with the multiplexed facility.⁷²

9.23.9.2.2 LMC will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.⁷³

9.23.9.2.3 The DS1 or DS3 multiplexed facility must terminate in a Collocation.⁷⁴

9.23.9.2.4 Intentionally Left Blank⁷⁵

9.23.9.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

9.23.9.2.6 Rearrangements may be requested for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.⁷⁶

9.23.9.3 Rate Elements

9.23.9.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the Serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply and are contained in section 9.23.6 of Exhibit A.

9.23.9.3.2 LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.⁷⁷

⁷⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:⁷⁸

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.

9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:⁷⁹

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 24 channels.

9.23.9.3.3 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

9.23.9.3.4 Nonrecurring charges for Billing conversions to LMC are set forth in Exhibit A.⁸⁰

9.23.9.3.5 A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.⁸¹

9.23.9.3.6 Out of Hours Project Coordinated Installations. For coordinated project installations scheduled to commence out of hours, or rescheduled by CLEC to commence out of hours, in addition to standard nonrecurring charges set forth in Exhibit, CLEC will incur additional charges for the out of hours coordinated installation set forth under Miscellaneous Charges in Section 9 of Exhibit A.

⁷⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁷⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸⁰ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸¹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

9.23.9.4 **Ordering Process**

9.23.9.4.1 Ordering processes for LMC (s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:⁸²

9.23.9.4.1.1 Step 1: Complete product questionnaire for LMC (s) with account team representative.⁸³

9.23.9.4.1.2 Step 2: Obtain Billing account number (BAN) through account team representative.

9.23.9.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest Billing system.

9.23.9.4.1.4 Step 4: After account team notification, place LMC orders via an LSR.⁸⁴

9.23.9.4.2 Intentionally Left Blank

9.23.9.4.3 Service intervals for LMC(s) are set forth in Exhibit C.⁸⁵ For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.⁸⁶

9.23.9.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA and XML interfaces or through facsimile. For LMC, 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. For LMC, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.⁸⁷

9.23.9.4.5 Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC with installation work

⁸² Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸³ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸⁴ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸⁵ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 21).

⁸⁶ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸⁷ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

performed by Qwest outside of Qwest's standard installation hours. For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.⁸⁸

9.23.9.4.5.1 Intentionally Left Blank

9.23.9.4.5.2 To request out of hours Project Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an out of hours Project Coordinated Installation in the "remarks" section of the LSR.

9.23.9.5 Billing

9.23.9.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.23.9.6 Maintenance and Repair

9.23.9.6.1 Qwest will maintain facilities and equipment for LMC provided under this Agreement. 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 prior written consent of Qwest.⁸⁹

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will negotiate an amendment to this Agreement at CLEC's request to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for

⁸⁸ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

⁸⁹ Ordered by the Washington Commission in Docket No. UT-063061, Order No. 16 (¶ 135).

other Loop Splitting applications must be submitted through the Special Request Process (SRP).

9.24.2 Loop Splitting General Terms

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2 If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Loop Splitting Rate Elements

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

9.24.3.1 Recurring Rates for Loop Splitting

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs. See Section 9.1 of Exhibit A.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications. See Section 12 of Exhibit A.

9.24.3.2 Non-recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A non-recurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-recurring Rates for Maintenance and Repair

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

9.24.3.3.2 Additional Testing – The Customer of record 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.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 Exhibit A identifies the rates that have been approved by the Commission. The other rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a 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 established by the Commission.

9.24.4 Loop Splitting Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in Section 12. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation “lift and lay” procedure will be used for all Loop Splitting 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/DLEC’s collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSRs associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and non-recurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the Demarcation Point in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's web site.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of record" is defined for the purposes of this Section 9.24 as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of Sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by

the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other Person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow Person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such Person through the willful or negligent behavior of Qwest.

SECTION 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other Switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper Switch destination. The actual routing of the call with either the dialed number, for calls to non-ported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cutovers in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop

provisions identified in Section 9 of this Agreement. CLEC will coordinate with Qwest for the return of the Qwest Unbundled Loop coincident with the transfer of the Customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, CLEC may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that there are situations in which LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port or provision of its Loop, and needs to delay or cancel the Port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions. In the event that some, but not all, ports complete successfully (for a partial or complete failure), CLEC may request either that only those telephone numbers that failed the Port be reworked by the Parties or that all the telephone numbers be reworked.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 23 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g., 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable Switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to Customers for any portion of an existing DID block without being required to port the entire block of DID numbers at no additional charge. Each Party shall permit Customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the CLEC Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The Customers of each Party may port Reserved Numbers from one Party to the other Party via LNP. Qwest will port numbers previously reserved by the Customer via the appropriate retail Tariffs until these reservations expire. Qwest will no longer reserve numbers for End User Customers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through

the process prescribed in the documents referenced in Section 23.

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #1, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service applications). CLEC shall charge Qwest for default LNP queries at a reciprocal rate.

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of CLEC, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to Route the call to any other Switch. Prior to the first number in a NXX being ported via LNP at the request of CLEC, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to CLEC's Customers or End User Customers as compared to the service Qwest provides its own Customers and End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one Carrier to another so as to limit service outage for the ported subscriber. Each Party shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (Mountain Time) are considered the next business day. The following service intervals have been established for Local Number Portability (The Service interval for simple (1FR/1FB) will be modified as required by FCC in CC Docket

No. 95-116 In the Matters of Local Number Portability Porting Interval and Validation Requirements, rel May 13, 2009 in accordance with Section 2.2 of this Agreement):

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-10	3 business days (includes FOC 24 hr interval)
	11-50	4 business days (includes FOC 24 hr interval)
	51 or more	ICB
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	ICB

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.4 of this Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-through cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 Switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. CLEC is required to make timely notifications of Due Date changes or cancellations by 8:00 p.m. mountain time on the Due Date through a supplemental LSR order. In the event CLEC does not make a timely notification, CLEC may submit a late notification to Qwest as soon as possible

but in no event later than 12:00 p.m. mountain time the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to ensure that the End User Customer's service is not disconnected prior to 11:59 p.m. (local time) of the next business day following the new Due Date or, in the case of a cancellation, no disruption of the End User Customer's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by CLEC submitting a confirming supplemental LSR order.

10.2.5.4 CLEC requested LNP Managed Cut: A CLEC requested Managed Cut permits CLEC to select a project Managed Cut for its LNP request. Managed Cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the Managed Cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, the standard intervals in Section 10.2.5.2 will apply.

10.2.5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur charges for the CLEC requested Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for CLEC requested Managed Cuts during normal business hours is the standard rate. The rate for CLEC requested Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for CLEC requested Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. If the time to perform the CLEC requested Managed Cut is extended due to a Qwest error, Qwest will not charge CLEC for the additional time. Exhibit A of this Agreement contains the rates for Managed Cuts. CLEC understands and agrees that in the event CLEC does not make payment for CLEC requested Managed Cuts, unless disputed as permitted under Sections 5.4 and 21 of the Agreement, Qwest may choose not to accept any new LSR requests for Managed Cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by CLEC. CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the cut, and, as a

result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one Person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.4.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the Customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the Customer, CLEC may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.5.5 Qwest Requested LNP Managed Cut: A Qwest Requested Managed Cut permits Qwest to select a project Managed Cut for its LNP request.

10.2.5.5.1 The date and time for the Managed Cut requires up-front planning and may need to be coordinated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to CLEC's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other Carriers requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, CLEC will coordinate with Qwest for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, the standard intervals in Section 10.2.5.2 will apply.

10.2.5.5.2 Qwest shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.5.3 Qwest will incur charges for the Qwest requested Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. The rate for Qwest requested Managed Cuts during normal business hours is the standard rate. The rate for Qwest requested Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.5.4 Charges for Qwest requested Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. If the time to perform the Managed Cut is extended due to CLEC error, CLEC will not charge Qwest for the additional time. Exhibit A of this Agreement contains the rates for Managed Cuts. Qwest understands and agrees that in the event Qwest does not make payment for Qwest requested Managed Cuts, unless disputed as permitted under Sections 5.4 and 21 of the Agreement, CLEC may choose not to accept any new LSR requests for Managed Cuts.

10.2.5.5.5 CLEC will schedule the appropriate number of employees prior to the cut, normally not to exceed three (3) employees, based upon information provided by Qwest. Qwest will also have appropriate personnel scheduled for the negotiated FDT. If Qwest's information is modified during the cut, and, as a result, non-scheduled employees are required, Qwest shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty four (24) hours of the negotiated FDT, Qwest will be charged a one Person three (3) hour minimum charge. If the cut is cancelled due to a CLEC error or a new Due Date is requested by CLEC, within twenty-four (24) hours of the negotiated FDT, CLEC may be charged by Qwest one Person three (3) hour minimum charge as set forth in Exhibit A.

10.2.5.5.6 In the event that the LNP Managed Cut conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to Qwest or the Customer. If the problem cannot be corrected within an acceptable timeframe to Qwest or the Customer, Qwest may request the restoral of CLEC service for the ported Customer. Such restoration shall begin immediately upon request. If Qwest is in error then a supplemental order shall be provided to CLEC. If CLEC is in error, no supplemental order or additional order will be required of Qwest.

10.2.5.5.7 CLEC shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CLEC Loop (not leased from Qwest) will not be disconnected prior to confirmation that the Qwest Loop has been successfully installed.

10.2.5.6 Qwest Initiated LNP Managed Cut: A Qwest Initiated Managed Cut occurs when a number is ported from Qwest to CLEC and one of the following situations applies: (1) the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set; (2) the CLEC port request for an account exceeds 2000 Telephone Numbers (TNs); or (3) the CLEC port request for an account exceeds 200 trunks.

10.2.5.6.1 A Qwest Initiated Managed Cut will occur during normal business hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. If CLEC requests a FDT that is outside the normal business hours, the term, conditions and prices of the LNP Managed Cut in Section 10.2.5.4.3 will apply.

10.2.5.6.2 There is no charge to CLEC for a Qwest Initiated Managed Cut.

10.2.5.6.3 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the CLEC Loop has been successfully installed.

10.2.5.7 CLEC Initiated LNP Managed Cut: A CLEC Initiated Managed Cut occurs when a number is ported from CLEC to Qwest and one of the following situations applies: (1) the 10-digit unconditional trigger or Line Side Attribute (LSA) cannot be set; (2) the CLEC port request for an account exceeds 2000 Telephone Numbers (TNs); or (3) the CLEC port request for an account exceeds 200 trunks.

10.2.5.7.1 A CLEC Initiated Managed Cut will occur during normal business hours. Normal business hours are 7:00 a.m. to 7:00 p.m., Monday through Friday and 7:00 a.m. to 6:00 p.m., Saturday, End User Customer local time. If Qwest requests a (FDT) that is outside the normal business hours; the terms, conditions and prices of the LNP Managed Cut in section 10.2.5.5.3 will apply.

10.2.5.7.2 There is no charge to Qwest for a CLEC Initiated Managed Cut.

10.2.5.7.3 CLEC shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's CLEC Loop (not leased from Qwest) will not be disconnected prior to confirmation that the Qwest Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective End User Customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.3.1 If a telephone number has been inadvertently disconnected in the Qwest Switch prior to the Port being activated by CLEC on the Due Date or the next business day after the Due Date, Qwest shall take expeditious action to restore the Switch translations and the ten (10) digit unconditional trigger for the End User Customer's telephone number. For LSRs involving residential service (i.e., 1FR) LNP-only (i.e., LNP with a CLEC-provided Loop), Qwest shall restore

the Switch translations and the ten (10) digit unconditional trigger within four (4) business hours of notification by CLEC when such notification is received on the Due Date or prior to the end of the next business day after the Due Date.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest Customers to CLEC Customers with ported numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

10.2.8 Intentionally Left Blank.

10.2.9 Intentionally Left Blank.

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an End User Customer access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains End User Customer information (including name, address, telephone number, and sometimes special information from the local service provider or End User Customer) used to determine to which Public Safety Answering Point (PSAP) to Route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange Switches that serve a geographic area. E911 provides additional Selective Routing flexibility for 911 calls. E911 uses End User Customer data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to Route the call.

10.3.2 Terms and Conditions

10.3.2.1 Qwest will provide nondiscriminatory access to the same Basic 911 or Enhanced 911 features, functions and services that Qwest provides to its End User Customers. E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all State regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's End User Customer dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 Service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 Service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the State, End User Customer taxes for 911 Service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 Services. All costs incurred by the Parties for 911/E911 Services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 Services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (State agency or PSAP administrator or county) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will

be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide (MSAG), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an Individual Case Basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

10.3.4.2 For Selective Routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of End User Customer data into the Qwest Automatic Location Identification (ALI) database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of End User Customer data into the ALI database. In most cases the Selective Routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 911 Jurisdictions standard format, as specified by Qwest.

10.3.4.5 If it is facilities-based, CLEC will update its End User Customer records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 Section 22B.1-2, for Qwest records where Qwest is the Donor Company as defined in the NENA standard. The Qwest E911 database administrator will compare CLEC's (i.e., Recipient Company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the Recipient Company. If the migrate record has been activated by CLEC in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding CLEC's failed migrate records (i.e., 755 error code) and rejected migrate

records (i.e., 760 error code) to CLEC or CLEC's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for CLEC, if valid based on the NPAC database.

10.3.5 E911 Database Updates and Routing for Resale

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, CLEC shall provide Qwest with accurate End User Customer location information for the purpose of inclusion in the ALI/DMS database. Qwest shall update and maintain End User Customer information in the ALI/DMS database.

10.3.5.2 For resold services, 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 such information. Qwest shall provide CLEC's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain CLEC's End User Customer service information in the ALI/DMS used to support E911/911 Services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by CLEC, and CLEC assumes no liability for the accuracy of information or routing provided by Qwest.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its End User Customer records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of End User Customer data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and its vendor will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the vendor will interface directly with CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 Selective Router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 Services and for access to all subtending PSAPs (911 Interconnection Trunk Groups). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting (CAMA) type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 (SS7) if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-Person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from CLEC End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the End User Customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the End User Customer record by CLEC.

10.3.9 PS/ALI Service

10.3.9.1 During the term of this Agreement, CLEC will not order Private Switch/Automatic Location Identification (PS/ALI) Service from Qwest without first entering into an amendment or executing an Advice Adoption Letter, if applicable, to do so.

10.3.9.2 PS/ALI Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.3 In some situations, the End User Customer purchases PS/ALI from Qwest Retail and facilities-based service from CLEC, so the telephone numbers are working in the CLEC Switch. In such cases, the telephone numbers that are active in the CLEC Switch shall function properly with the Qwest PS/ALI service. Therefore, the End User Customer will be able to use those telephone numbers with the Qwest Retail PS/ALI.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's End User Customers in Qwest's listing database, based on End User Customer information provided to Qwest by CLEC. Qwest is authorized to use CLEC End User Customer listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to CLEC's End User Customers at no charge.

10.4.2.2 CLEC will be charged for premium (e.g., additional, foreign, cross reference) and privacy (i.e., non-listed and non-published) listings at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest general exchange Tariffs.

10.4.2.3 Information on submitting and updating listings will be available in a Directory Listings user document hosted on Qwest's web site (currently entitled "Qwest Facility Based CLECs and Reseller/Unbundled Network CLECs Directory Listings User Document"). Qwest will furnish CLEC the listings format specifications. Qwest will provide directory publishing schedules and deadlines to CLEC.

10.4.2.4 If CLEC provides its End User Customer's listings to Qwest, CLEC grants Qwest access to CLEC's End User Customer listings information for use in its Directory Assistance Service, in its Directory Assistance List Information, and for other lawful purposes, except that CLEC's listings supplied to Qwest by CLEC and marked as non-published or non-listed listings shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC End User Customer listings in the Directory Assistance Database. Qwest will incorporate CLEC's End User Customer listings information in all existing and future Directory Assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

10.4.2.5 CLEC End User Customer listings will be treated the same as Qwest's End User Customer listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's End User Customer listings to directory publishers, or other third parties other than Directory Assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's End User Customer Directory Assistance Listings to Directory Assistance providers. Listings shall not be provided or sold in such a manner as to segregate End User Customers by Carrier. Qwest will not charge CLEC for updating and maintaining Qwest's listings databases. CLEC will not receive compensation from Qwest for any sale of listings by Qwest as provided for under this Agreement.

10.4.2.6 Left Intentionally Blank

10.4.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders. To the extent that the option is available to specify that the End User Customer's existing listing(s) be retained upon conversion of an End User Customer account and CLEC so specifies on the LSR, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all CLEC's and Qwest's End User Customers. All requests for white pages Directory Listings, whether CLEC or Qwest End User Customers, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate non-published and non-listed listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest End User Customers, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages Directory Listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's End User Customer listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own End User Customer listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 CLEC shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to Qwest, including End User Customer requested restrictions on use, such as non-published and non-listed restrictions.

10.4.2.14 Reserved for Future Use.

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to State laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

10.4.2.16 CLEC agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

10.4.2.18 Prior to placing listings orders on behalf of End User Customers, CLEC shall be responsible for obtaining and maintaining Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on Directory Assistance. Verification proofs containing non-published and non-listed listings are also available upon request on the same monthly schedule.