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AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATION SERVICES PROVIDED BY QWEST CORPORATION IN THE STATE OF WASHINGTON

FOR NORTHWEST TELEPHONE INC.
04/11/01

SECTION 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard 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.

4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission

4.4 "Application Date" or "APP" means the date CLEC provides Qwest a firm commitment and sufficient information to provide service.

4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.6 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

4.7 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user 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.

4.8 "Bona Fide Request" or "BFR" means a request for a new Interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

4.9 "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's Basic Exchange Telecommunications Service line.

4.10 "Calling Party Number" or "CPN" is a Common Channel Signaling ("CCS") parameter, which refers to the number transmitted through a network identifying the calling party. Reference U S WEST Technical Publication 77342.

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

4.11.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.11.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) actually serve(s) the same geographic area as Qwest's Tandem Office Switch or is used to connect and switch trunk circuits between and among other Central 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.

4.12 "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. Qwest offers eight (8) Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical Collocation, Shared Caged Physical Collocation, Adjacent Collocation, Interconnection Distribution Frame Collocation, Common Area Splitter Collocation, and Remote Collocation.

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

4.13 "Commission" means the Colorado Public Utility Commission.

4.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.15 "Competitive Local Exchange Carrier" or "CLEC" refers to a party that has submitted a request, pursuant to Sections 1 and 3 of this Agreement, to obtain Interconnection, access to unbundled network elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier ("ILEC").

4.16 "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.

4.17 "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.

4.18 "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.

4.19 "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.

4.20 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscribers transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.

4.21 "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document that defines industry standards for exchange message records.

4.22 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as defined by Qwest's then current EAS/local serving areas, and as determined by the Commission.

4.23 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.

4.24 "Firm Order Confirmation Date" 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.

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

4.26 "Interconnect & Resale Resource Guide" (IRRG) 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 IRRG. The IRRG is available on Qwest's Web site: http://www.qwest.com/wholesale/pcat/interconnection.html.

4.27 "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 traffic.

4.28 "Interexchange Carrier" (IXC) means a carrier that provides InterLATA or IntraLATA Toll services.

4.29 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.30 "Exchange Access (IntraLATA Toll) 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.

4.31 "Local Exchange Carrier" (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.

4.32 "Local Interconnection Service (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.

4.33 "Local Interconnection Service (LIS)" is the Qwest product name for its provision of Interconnection as described in the Interconnection Section of this agreement.

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" 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's premises, including inside wire owned by the incumbent LEC. The local 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 local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

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

4.36 "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.

4.37 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.38 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.39 "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 including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP 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.

4.40 "Mid-Span Meet" 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.

4.41 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves 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.

4.42 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.43 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

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

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

4.46 "Port" means a line or trunk connection point on a central office switch but does not include switch features.

4.46(a) "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.

4.47 "Proof of Authorization" ("POA"). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. The Terms and Conditions Section of this Agreement lists acceptable forms of documentation.

4.48 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.49 "Rate Center Area" is the geographic area within which basic Exchange Services are provided for NPA-NXX designations associated with a particular Rate Center.

4.49 (a) "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 the 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.

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

4.50(a) "Remote Premises" means all Qwest Premises as defined in 4.46(a), 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.

4.51 "Reseller" is a category of local Exchange Service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

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

4.53 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

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

4.55 "Service Date" or "SD" means the date service is made available to the end-user. This also is referred to as the "Due Date."

4.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.57 "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, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access Services. Switched Access traffic, as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users 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 users, whether or not the traffic transits the other Party's network.

4.58 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.59 "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.

4.60 "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.

4.61 "Unbundled Network Element Platform (UNE-P)" – is a combination of unbundled network elements, including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

4.62 "UNE Combination" means a combination of unbundled network elements provided for in this Agreement.

4.63 "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.

4.64 "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.

4.65 Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

SECTION 7.0 - INTERCONNECTION

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 exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. 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. The Unbundled Network Elements Section of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in the Interconnection Section of this Agreement. "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 and exchange access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting end office switches to end office switches or end office switches to local or access tandem switches for the exchange of Exchange Service (EAS/Local traffic); or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Qwest tandem to CLEC tandem switch connections will be provided where technically feasible. Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest access tandem switch connections are not provided.

7.1.1.1 Qwest will provide to CLEC Interconnection at least equal in quality to that provided 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. Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA the CLEC has local customers. The Parties shall establish, through negotiations, at least one of the following Interconnection arrangements : (1) a DS1 or DS3 Qwest provided entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) Other technically feasible methods of Interconnection.

7.1.2.1 Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility. An entrance facility extends from the Qwest Serving Wire Center to CLEC's switch location or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance Facilities may not be used for Interconnection with unbundled network elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement. When Interconnection is provided through the Collocation provisions of the Collocation Section of this Agreement, the Expanded Interconnection Channel Termination (EICT) rate elements, as described in the Interconnection Section and Exhibit A of this Agreement will apply.

7.1.2.3 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 Mid-Span Meet POI shall not be used by CLEC to access unbundled network elements. These Mid Span Meet POIs will consist of facilities used for the provisioning of one or two way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trucks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.3.1. 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 to where the parties disagree on midpoint location.

7.1.2.3.2. 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. The 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

7.1.2.3.3. 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.

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 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.

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

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

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

7.2.1.2.3 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Jointly Provided Switched Access 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. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. 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, as defined in this Agreement, CLEC may also provide transit

service to Qwest.

7.2.1.2.5 Traffic having special billing or trunking requirements includes, but is not limited to, the following:

a) Directory Assistance;
b) 911/E911;
c) Operator busy line interrupt and verify; and
d) Toll free services.

7.2.2 Terms and Conditions

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

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.

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 originating Party will order a direct trunk group to the other Party's end office. 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 two-way direct trunk facilities from that end office to CLEC's switch.

7.2.2.1.4 LIS ordered to a tandem will be provided as Direct Trunked Transport between the Serving Wire Center of CLEC's POI and the tandem. 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 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 construct facilities to a mid-point of the span

7.2.2.1.6 Regardless of the number of location routing numbers (LRNs) used by 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 a Qwest tandem.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the access tandem or via separate trunks to Qwest's end office(s), as designated by CLEC.

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 IXC 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 and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

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, the transit rate will apply.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the provisioning and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access 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.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Switching Options.

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in the Unbundled Network Elements Section of this Agreement; (b) as defined in the Qwest FCC Tariff #5 (Section 20); or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. Qwest will provide CLEC with a listing of Qwest switches fully capable of routing 64CCC traffic through the Qwest website: http://www.qwest.com/disclosures. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user 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 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information t ensure end user call completion between the Parties' networks. Such forecasts shall be for LIS trunking which impacts the switch capacity and facilities of each Party.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest LIS Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize CLEC forecasts to ensure availability of switch capacity.

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two (2) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the CLEC forecast. After the initial forecast, Qwest will ensure that capacity is available to meet CLECs' needs. For ordering information see the Interconnection Section of this Agreement.

7.2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct end office vs. tandem routing.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding 18 months, trunks-required is less than 50% of forecast, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 In the event of a dispute regarding forecast quantities, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the estimated cost to provision the new trunks, if CLEC's trunk utilization over the prior eighteen (18) months is less than fifty percent (50%) of forecast each month. Qwest will return the deposit if CLEC's state-wide average trunk forecast to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of provisioning. In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.6.2 Reserved for Future Use

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS

Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, 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. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. 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 Interconnection trunk group data on its own trunks. The information is proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

7.2.2.8.8.1 Completed Qwest LIS Trunk Forecast Forms; and

7.2.2.8.8.2 Any planned use of an alternate tandem provider.

7.2.2.8.9 In addition to the above information, the following information will be available 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 located at http://www.uswest.com/cgi-bin/iconn/iconn.pl.

7.2.2.8.9.1 Qwest Tandems and Qwest end offices (LERG);

7.2.2.8.9.2 CLLI codes (LERG);

7.2.2.8.9.3 Business/Residence line counts (ICONN);

7.2.2.8.9.4 Switch type (LERG or ICONN); and

7.2.2.8.9.5 Current and planned switch generics (ICONN).

7.2.2.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.qwest.com/disclosures.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC 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 CLEC forecasts shall be provided to Qwest as detailed in the standard Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest and forecasting information disclosed by Qwest to CLEC 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 this Section.

7.2.2.8.12.3 The Parties may disclose, on a need to know basis only, CLEC forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in the Parties' retail marketing, sales or strategic planning. 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 nondisclosure 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.

7.2.2.8.12.4 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 above and such that no other personnel have computer access to such information.

7.2.2.8.13 If a trunk group is consistently utilized 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) calendar 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 a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in the Construction Charges Section 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) calendar days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar 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 the 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 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. 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 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, state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide to CLEC monthly reports 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.

7.2.2.9.2 Reserved for Future Use.

7.2.2.9.3 Separate trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

a) Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);

b) 911/E911 trunks;

c) Operator Services trunks (where the switch type requires separation from Directory Assistance trunks)

d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/local), Exchange Access (IntraLATA toll carried solely by Local Exchange Carriers) Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) and may be combined in a single LIS trunk group or transmitted on separate LIS trunk lieu of PLU if it is available. group or transmitted on separate LIS trunk groups.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/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.

7.2.2.9.5.1 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.

7.2.2.9.5.2 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 With the exception described below, the CLEC shall terminate Exchange Service (EAS/Local) traffic on Qwest Local Tandems or End Office Switches.

7.2.2.9.6.1 In the complete absence of a Local Tandem serving a particular ILEC end office(Qwest or non-Qwest), EAS/Local, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access traffic between the ILEC end office switch and CLEC switch may be exchanged by the Parties through LIS trunk groups established directly between (1) CLEC switch and Qwest end office switch for the exchange of traffic between those end office switches only, or (2) CLEC switch and Qwest Access Tandem. Use of a Qwest Access Tandem for the exchange of EAS/Local, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access traffic shall be subject to the following conditions:

7.2.2.9.6.1.1 Where there is a DS1 of traffic (512 BHCCS) between CLEC's switch and a Qwest End Office Switch, CLEC will order a direct trunk group to the Qwest

End Office Switch.

7.2.2.9.6.1.2 CLEC shall deliver its EAS/Local, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access traffic to the Qwest access tandem over a LIS trunk group. Other traffic types shall be placed on separate trunk groups as discussed above.

7.2:2.9.6.1.3 The Parties shall utilize SS7 signaling on the CLEC switch to the Qwest access tandem trunk group.

7.2.2.9.6.1.4 If the Qwest Access Tandem is at, or forecasted to be at exhaust, the Parties with unforecasted demand will direct trunk to the appropriate end offices for the exchange of traffic. When the tandem has new capacity, the Parties may rehome traffic to the tandem.

7.2.2.9.6.1.5 If the Qwest Local Tandem is at, or forecasted to be at exhaust, local Interconnection at the Qwest Access Tandem can be arranged. When the tandem has new capacity, the Parties may rehome traffic to the local tandem.

7.2.2.9.6.1.6 Reserved for Future Use

7.2.2.9.7 Intentionally left blank

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement which provides two paths to a Qwest end office (one route via a tandem and one 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" route) for completion to Qwest end offices.

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.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed 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 loopback (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 a LIS trunk group, at no additional charge, tests will be performed 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 LIS 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 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal 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 Entrance Facilities

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

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

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 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 of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the Entrance Facility (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 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 for non-Internet Related Traffic to substantiate a change in that factor. If either Party demonstrates with non-Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 When Collocation is used to facilitate Interconnection, the EICT rate elements, as specified in Exhibit A, will apply per DS1 and DS3. For an Interconnection trunk path through collocated equipment, EICT provides that portion of the physical facility between Collocated equipment and Qwest's equipment located elsewhere within the Qwest building. Collocation and Direct Connection is described in the Collocation Section of this Agreement. Interconnection Tie Pairs (ITP) are associated with unbundled element provisioning, and not LIS. ITP is described more fully in the Unbundled Network Elements Section of this Agreement.

7.3.1.2.2 The provider of the Collocation EICT will share the cost of the LIS two way EICT by assuming a relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the EICT, described in Exhibit A, shall be reduced by this initial relative use factor. Payments to the other Party will be according to this initial relative use factor for a minimum of one 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 for non-Internet Related Traffic to substantiate a change in that factor. If either Party demonstrates with non Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward. for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.

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 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 for Exchange Service (EAS/local traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office 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 or end office.

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 quarter. 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 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 for non Internet Related Traffic related traffic to substantiate a change in that factor. If either Party demonstrates with non Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic is interstate in nature.

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 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 per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC end office.

7.3.4.1.2 For purposes of call termination, the CLEC switch(es) shall be treated as end office switch(es)unless CLEC's switch(es) meet the definition of a Tandem Switch in accordance with the Definitions Section of this Agreement.

7.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation only applies to EAS/Local Traffic and further agree that the FCC has determined that Internet Related Traffic originated by either Party (the "Originating Party") and delivered to the other Party, (the "Delivering Party") is interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is EAS/Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be EAS/Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

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 local tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above, so long as the terminating Party switches the traffic at both its tandem switch and separate end office switch. However, if CLEC or Qwest only switches the traffic once and this switch meets the definition of a tandem switch in the Definitions Section, then only the tandem switching rate shall apply.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the tandem and terminating end office.

7.3.4.2.3 When a Party terminates traffic to a remote switch, tandem transmission rates will be applied for the V & H mileage between the host switch and the remote switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives a unqueried call from CLEC to a number that has been ported to another Qwest central office within the EAS/Local calling

area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating carrier of all calls for billing purposes, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions in accordance with the Section 5.2.3, and the Trunk Nonrecurring Charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Construction charges are described in Exhibit A of this Agreement.

7.3.6 Reserved for Future Use

7.3.7 Transit Traffic.

The following rates will apply:

7.3.7.1 Local Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. 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 Qwest 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.

7.3.7.3. Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If CLEC fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to CLEC without CPN (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) and Exchange Access (IntraLATA Toll) traffic delivered to the other party. Qwest will provide to CLEC, upon request, information to demonstrate that Qwest's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered.

7.3.9 **Percent Local Use (PLU) Factoring**. To the extent an originating Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, and the originating Party provides quarterly PLU(s) verifiable with individual call record detail, the terminating Party should apportion per minute of use (MOU) charges appropriately. Verification should follow the process described in the Audit Process Section of this Agreement. Call detail may be exchanged in lieu of PLU if it is available.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Switched Transport); 3) the number of ports to be provisioned at an end office or local tandem; and 4) any optional features. 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.

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 LIS 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:80/wholesale/notification/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 Entrance Facility or private line facility, that party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either party has provided or ordered a DS1 Entrance Facility or private line facility, that party will be responsible for identification of the DSO channels of the DS1 private line 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 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for Exchange Service (EAS/Local) traffic. Except as set forth elsewhere in this Agreement, separate trunks will be ordered to Qwest's access tandem only for Exchange Access (IntraLATA toll) and Jointly Provided Switched Access traffic.

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.

7.4.7 Qwest will establish intervals for the provision of LIS trunks in the Interconnect & Resale Resource Guide (IRRG) that conform to the performance objectives set forth in the Service Performance Section of this Agreement. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the change management process applicable to the IRRG. Operational processes within Qwest work centers are discussed as part of the CLEC Industry Change Management Process (CICMP). Qwest agrees that CLEC shall not be held to the requirements of the IRRG.

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) calendar days after the service date, the provider has the following options:

a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;

b) Reserved for Future Use

c) Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected, will be the 31st calendar day beyond the service date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) 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 requirements, including filing the CLEC end offices and billed percentages (BPs) in the NECA 4 Tariff.

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 and 11-50-XX records sent in an EMR 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 record created and transmitted and is listed in Exhibit A of this Agreement.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties 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. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP switch, transits Qwest's network, and terminates to the CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties 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 CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-50-XX.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate

arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.