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

WASHINGTON

Workshop Version for March 12 – 19, 2001 Workshop 3

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

~~9.1.1 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are the results of arbitrated decisions by the Commission which are currently being challenged by U S WEST or CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. U S WEST is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by U S WEST concerning the interpretation or effect of the Existing Rules or an admission by U S WEST that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop U S WEST or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section 9.1.1 shall be considered part of the rates, terms, and conditions of the unbundled network element arrangement contained in this Agreement, and this Section 9.1.1 shall be considered legitimately related to the purchase of each unbundled network element arrangement contained in this Agreement.~~

9.1.1 Changes in law, regulations or other "Existing Rules" relating to unbundled network elements ("UNEs"), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. ~~of this Agreement.~~ ~~.~~ CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 25(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 state Commission.

9.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. ~~U S WEST shall provide to CLEC on a non-discriminatory basis unbundled network elements of substantially the same quality as the network~~The quality of an

unbundled network element Qwest provides, as well as the access provided to that element, will be equal between all CLECs ~~facilities that U S WEST uses to provide service to its own end-users within a reasonable timeframe and with a minimum of service disruption.~~requesting access to that element; ~~and~~second, where technically feasible, the access and unbundled network element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an unbundled network element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as shared transport).

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

9.1.4 Qwest will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each unbundled network element or ancillary service ~~or Interconnection service~~ delivered to CLEC. The ITP provides the connection between the unbundled network element ~~or Interconnection service~~ and the ICDF or other demarcation point. The ITP is ordered in conjunction with a UNE. The ~~charge re is a recurring and nonrecurring charge for the~~ ITP ~~i~~as contained in Exhibit A. CLEC may order regeneration along with an ITP, and the charges listed in Exhibit A will apply. The ITP may be ordered per termination. The demarcation point shall be:

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

(b) if CLEC elects to use ICDF 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 demarcation point mutually-agreed to by the ~~parties.~~Parties.

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

Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Services.

9.1.6 Except as set forth in ~~Section 9.23, U S WEST~~the UNE Combinations Section, Qwest provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations. CLEC will have access to UNEs at the Collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by CLEC, Qwest will confirm functionality or other operating parameters ~~testing~~ of the UNE consistent with the rates and charges for such testing as identified in Exhibit A. Qwest will test individual elements at the reasonable request of CLEC when Qwest's maintenance and repair activities require it. Such testing will be consistent with testing appropriate to the individual UNE being tested and subject to the Operational Support Systems Section of this Agreement.

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

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

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

9.1.10 Channel Regeneration Charge. This charge is required when the distance from the Qwest network to the leased physical space (for Physical Collocation), the collocated equipment (for Virtual Collocation), or the ICDF (for ICDF Collocation) is of sufficient length to require regeneration.

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

9.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and

Additional Engineering. Rates are contained in Exhibit A.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

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

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between ~~two~~ Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides ~~the~~CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to ~~the~~ CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow CLEC to access UDIT that is a part of a meet point arrangement between Qwest and another local exchange carrier if CLEC has an Interconnection agreement containing access to UDIT with connecting local exchange carrier at the determined meeting point. Qwest rate~~r~~s, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through ~~DS0, DS1, DS3, OC-3,~~ OC-192 bandwidths ~~, and other bandwidths as they become available,~~ and such higher capacities as evolve over time ~~-~~where facilities are available. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An ~~U~~unbundled ~~Multiplexer~~multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 ~~M~~multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 ~~M~~multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 ~~M~~multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 Multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.2 Terms and Conditions

9.6.2.1 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. ~~CLEC is responsible for performing cross connections at a demarcation point between UDIT, EUDIT and other unbundled loops, ancillary~~

~~and finished services and transmission design work, including regeneration requirements for such connections.~~ 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 dedicated transport element from one point to another.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 ~~Multiplexer~~multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 Multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, Section 9.23, ~~which do not require colocation between UNEs, only at the end of the combination where appropriate, CLEC must have Collocation at both ends of the UDIT.~~ CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at ~~only one~~the Qwest Central Office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest Central Office. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLECs Collocation, CLEC must order such regeneration pursuant to Section 9.1.4. and the charges listed in Exhibit A will apply.

9.6.2.4 ~~CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end user customers in association with local exchange services.~~CLEC shall not use unbundled interoffice transport as substitutes for special or switched access services, except to the extent CLEC provides such services to its end user customers in association with local exchange services or to the extent that such UNEs meet the significant amount of local exchange traffic requirement set forth in section 9.23.3.7.2.

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

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

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

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

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

b) DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

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

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

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

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

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

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

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

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

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

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

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

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.6.3.9 Rearrangement rates are contained in Exhibit A of this agreement.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

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

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

9.6.4.1.3 ~~Standard installation intervals for UDIT are contained in the Interconnect & Resale Resource Guide (IRRG) and are the same as DS0, DS1 and DS3 designed intervals.~~ The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation ~~service~~ interval if the order is received prior to 3:00 p.m. The installation ~~service~~ interval will begin on the next business day for service requests received after 3:00 p.m. The ~~following~~ installation ~~service~~ intervals have been established and are set forth in Exhibit C, Section 2.0 ~~to~~of this Agreement.~~:~~

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

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

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

(a) Service date changes;

(b) Partial cancellation;

(c) Design change; and

(d) Expedited order.

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

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

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests when installing UDIT service.

9.6.4.6 ~~EUDIT requires coordinated testing.~~Reserved for Future Use

9.6.5 Maintenance and Repair

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

9.6.6 Rearrangement

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

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

9.8 Shared Interoffice Transport

~~Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified in Section 9.11.2.5.1. In the latter circumstance, market rates apply. U S WEST shall provide Shared Interoffice Transport in a non-discriminatory manner according to the following terms and conditions.~~

9.8.1 Description

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

9.8.2 Terms and Conditions

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

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

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

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

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

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

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

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.~~Exhibit A contains both the UNE rates and market rates for this component of Unbundled Shared Transport. UNE Rates apply unless the end-user to be served has four access lines or more andthe lines are located in density zone 1 in MSAs specified in Section 9.11.2.5.1. In the latter circumstance, market rates apply.~~

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with Unbundled Line Port and ~~U~~unbundled ~~L~~local ~~S~~switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a port, unless specified

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

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

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

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a “Design-To” point and a network interface at the DCS. CLEC is responsible for designing to the “Design-To” point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 port functionality, CLEC will order a DS1 UCCRE port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

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

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

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

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

9.9.3.2 Non-recurring rate elements include:

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

9.9.4 Ordering Process

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

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

9.10 Local Tandem Switching

Qwest shall provide access to ~~L~~local ~~T~~tandem ~~S~~sswitching in a non-discriminatory manner according to the following terms and conditions.

9.10.1 Description

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

9.10.1.2 In the event that a Qwest Wire Center subtends only an access tandem, and does not subtend a local tandem, Qwest will provide unbundled access to such access tandem.

9.10.2 Terms and Conditions

9.10.2.1 If CLEC obtains its local tandem switching from a third party tandem provider, tandem-to-tandem connections will be required between Qwest and the third party tandem provider. The tandem-to-tandem connections must be local Interconnection trunk-type connections, and will be provided by CLEC. CLEC may provide the trunks itself, may purchase them from a third party, or may purchase them from Qwest.

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

9.10.3 Rate Elements

9.10.3.1 A DS1 Tandem Trunk Port is a 4-wire DS1 trunk side switch port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.

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

9.10.4 Ordering Process

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

9.10.5 Maintenance and Repair

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

9.11 Local Switching

Qwest shall provide access to ~~U~~unbundled ~~L~~local ~~S~~switching in a non-discriminatory manner according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Access to ~~U~~unbundled ~~L~~local ~~S~~switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's end-user customers. Unbundled Local Switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase ~~U~~unbundled ~~L~~local ~~S~~switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

9.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's switch, as necessary to provide access to shared transport. Shared transport is described earlier in this Section ~~9.8~~ of this Agreement.

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

9.11.1.4 Line ports include:

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

9.11.1.5 Trunk ports include:

(a) DS1 Local Message Trunk Port.

9.11.1.6 The following are attributes of line ports:

~~a) Telephone Number;~~
~~b) Directory Listing;~~
~~c)~~(a) Telephone Number;
(b) Directory Listing;
~~(c) Dial Tone;~~
~~(d) Signaling (loop or ground start);~~
~~(e) On/Off Hook Detection;~~
~~(f) Audible and Power Ringing;~~
~~(g) Automatic Message Accounting (AMA) Recording;~~
~~(h) Access to 911, Operator Services, and Directory Assistance; and~~
~~(i) Blocking Options (900 services).~~

9.11.1.6.1 Telephone number
9.11.1.6.2 Directory Listing

9.11.1.6.3 Dial Tone
9.11.1.6.4 Signaling (loop or ground start)
9.11.1.6.5 On/Off Hook Detection;
9.11.1.6.6 Audible and Power Ringing
9.11.1.6.7 Automatic Message Accounting (AMA Recording);
9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and
9.11.1.6.9 Blocking Options.

9.11.1.7 Analog Line Port. The analog line port is a two wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side port to provide the connection from the MDF to the demarcation point. The analog line port enables CLEC to access vertical features.

~~9.11.1.8 Vertical features are software attributes on end office switches. Vertical features for the Analog Line Side Port are available separately as follows:~~

~~a) Call Hold;~~
~~b) Call Transfer;~~
~~c) Three Way Calling;~~
~~d) Call Pickup;~~
~~e) Call Waiting/Cancel Call Waiting;~~
~~f) Distinctive Ringing;~~
~~g) Speed Call Long – End-user Changeable;~~
~~h) Station Dial Conferencing;~~
~~i) Call Forwarding Busy Line;~~
~~j) Call Forwarding Don't Answer;~~
~~k) Call Forwarding Variable;~~
~~l) Call Forwarding Variable Remote;~~
~~m) CLASS Call Waiting ID;~~
~~n) CLASS Calling Name & Number;~~
~~o) CLASS Calling Number Delivery;~~
~~p) CLASS Calling Number Delivery Blocking;~~
~~q) CLASS Continuous Redial;~~
~~r) CLASS Last Call Return;~~
~~s) CLASS Priority Calling;~~
~~t) CLASS Selective Call Forwarding;~~
~~u) CLASS Selective Call Rejection;~~
~~v) CLASS Anonymous Call Rejection;~~
~~w) Call Park (Store & Retrieve); and~~
~~x) Message Waiting Indication A/V.~~

9.11.1.8 Vertical features are software attributes on end office switches. Vertical features are available separately and are listed in Exhibit E of this Agreement. If features that are loaded on Qwest's switch(es) are migrated to AIN for Qwest's own use, the switch software for such features will be retained on the Qwest switch(es) for the use of CLEC and CLEC's end user customers.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has InterLATA and IntraLATA (where available) carrier choice, access to 911, and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

(a) 2 B & D;
(b) 2 Primary Directory Numbers (PDNs);
(c) Call Appearances – Two per Terminal;
(d) Normal Ringing; and
(e) Caller ID Blocking per call.

~~Additional Vertical Features in each switch are available on an individual case basis.~~

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to

augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility port.

9.11.1.11.1.1 Primary Rate ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer ~~Premise~~ premises Equipment (CPE) and a PRI ISDN- equipped Qwest Central office.

9.11.1.11.1.3 The PRI Central Office trunk port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

9.11.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

(a) 2B+D;
(b) Direct Inward Dialing (DID);
(c) Direct Outward Dialing DOD);
(d) Calling Number Identification;
(e) Calling Number Identification Blocking –All Calls;
(f) Circuit Switched Data or Voice Data.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

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

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

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

9.11.2 Terms and Conditions

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

9.11.2.2 Local switch ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own end-user customers.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch port ordered. Additional 911/E911 provisions are contained in the Ancillary Services Section ~~10.3~~ of this Agreement.

9.11.2.4 The line-side port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The trunk-side port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described earlier in this Section ~~9.1.4~~.

9.11.2.5 Unbundled ~~S~~switching ~~(and therefore Shared T~~transport~~)~~ does not constitute a UNE, and is therefore not available at UNE rates, when the end-user customer to be served with ~~U~~unbundled ~~L~~local ~~S~~switching has four (4) access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.

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

MSA	CLLI	Wire Center Name
Seattle/Tacoma	STTLWA06	Seattle Main

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end-user customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for ~~U~~unbundled ~~L~~local ~~S~~switching at UNE rates. If the end-user customer is served by four access lines or more, CLEC will not submit an order to Qwest for ~~U~~unbundled ~~L~~local ~~S~~switching at UNE rates.

9.11.2.5.2 ~~For end user customers with four or more access lines located within the Wire Centers specified above, Qwest will charge market rates for Shared Transport in accordance with Exhibit A.~~This exclusion will be calculated using the number of DS0-equivilant access lines CLEC intends to serve an end user customer within a Wire Center specified above.

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

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

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

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

9.11.2.5.7 When a CLEC's end user customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that is has four or more lines, CLEC shall do one of the following within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such UNE-P lines as UNE-P Combinations with a market rate for the unbundled switching component shown in Exhibit A of this Agreement~~, and the rate for such UNE-P Combinations is currently under developmenta~~; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching to resale rates or other appropriate arrangement ~~within 60 days~~.

9.11.2.5.8 A BRI ISDN line counts as one line

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

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

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

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

9.11.2.10 Qwest will provide access to ~~Centrex~~ Customer Management System ("CMS") with ~~U~~unbundled s~~S~~witching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture ("ONA") rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Agreement ~~will~~shall be ~~amended~~modified to include provision for disclosure of network interface changes.

9.11.3 Rate Elements

9.11.3.1 Each port type described above will have a separate associated port charge, including monthly recurring charges and one-time non-recurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of ~~U~~unbundled ~~L~~local ~~S~~witching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified ~~in Section 9.11.2.5.1.~~earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk port, first trunk and each additional trunk.

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

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

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

9.11.4 Ordering

9.11.4.1 Installation~~Ordering~~ intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in the ~~Interconnect & Resale Resource Guide~~Exhibit C. ~~This interval may be impacted by order volumes and load control considerations.~~ The interval will start when Qwest receives a complete and accurate ~~Line~~ Local Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C of this Agreement.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 HRS. LOW DENSITY
	9-16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more	ICB	24 hrs.
Unbundled Switching – Line Side Analog – Existing Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) Business Days	24 hrs. OOS 48 hrs. AS
	20 to 39	Four (4) Business Days	24 hrs. OOS 48 hrs. AS
	40 or more	ICB	24 hrs. OOS 48 hrs. AS
Unbundled Switching – Line Side Analog New Line Class Code (LCC) ordered through customized routing		ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seven (7) Business Days Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 3 Lines	High Density: Seventeen (17) Business Days (includes 10 days for complex translations.) Low Density: ICB	24 hrs. High Density 24 hrs. Low Density
	4 or more	ICB	24 hrs.
Unbundled Switching – BRI-ISDN Line-side Port. Non supported Line Class Code (LCC) ordered through Customized Routing		ICB	24 hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 to 16 Ports	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 to 24 Ports	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 or more Ports	ICB	24 hrs.

Product	Services Ordered	Installation Commitments	Repair Commitments	
Unbundled Switching – Message Trunk Groups □Translation questionnaire required □Routing to trunks is ordered separately as Customized Routing □DS1 trunk port & UDIT in place.	**High Density** 1 TO 24	Seven (7) Business Days	24 hrs.	
	25 TO 48	Eight (8) Business Days	24 hrs.	
	49 TO 72	Ten (10) Business Days	24 hrs.	
	73 TO 96	Twelve (12) Business Days	24 hrs.	
	97 TO 120	Fourteen (14) Business Days	24 hrs.	
	121 TO 144	Fifteen (15) Business Days	24 hrs.	
	145 TO 168	Sixteen (16) Business Days	24 hrs.	
	169 TO 240	Eighteen (18) Business Days	24 hrs.	
	241 OR MORE	ICB	24 hrs.	
	LOW DENSITY 1 to 24	Eighteen (18) Business Days	24 hrs.	
	25 TO 72	Nineteen (19) Business Days	24 hrs.	
	73 TO 120	Twenty (20) Business Days	24 hrs.	
	121 OR MORE	ICB	24 hrs.	

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 TO 8 TRUNKS	High Density: Five (5) Business Days Low Density: Six (6) Business Days	24 hrs. High Density 24 hrs. Low Density
	9 TO 16 TRUNKS	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	24 hrs. High Density 24 hrs. Low Density
	17 TO 24 TRUNKS	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	24 hrs. High Density 24 hrs. Low Density
	25 OR MORE TRUNKS	ICB	24 hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 TO 8	High Density: Five (5) Business Days Low Density: Six (6) Business Days	4 hrs. High Density 4 hrs. Low Density
	9 TO 16	High Density: Six (6) Business Days Low Density: Seven (7) Business Days	4 hrs. High Density 4 hrs. Low Density
	17 TO 24	High Density: Seven (7) Business Days Low Density: Eight (8) Business Days	4 hrs. High Density 4 hrs. Low Density
	25 OR MORE	ICB	4 hrs.

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

9.11.4.3 Non-switch activated Vertical Features that are loaded in a switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F.Bona Fide Request (BFR) process. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to the CLECCLEC within 15 business days of receipt of the Special Request.BFR as described in

~~the Interconnect & Resale Resource Guide.~~

9.11.4.4 ~~Non-switch resident~~ Vertical Features that are not loaded in a switchshall be ordered using Special Request Process set forth in Exhibit F.~~the Bona Fide Request (BFR) process.~~ Qwest will provide information to ~~the CLEC~~CLEC on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the ~~BFR~~Special Request ~~as described in the Interconnect & Resale Resource Guide~~.

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

9.11.5 Usage Billing Information

Qwest shall record all billable events, involving usage of network elements, and send appropriate recorded data to CLEC.

9.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for InterLATA and IntraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

9.11.5.2 Retail Service(s)

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

9.11.5.3 Reciprocal Compensation

Qwest shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating local/EAS usage data or a reasonable surrogate for this information.

9.12 Customized Routing

9.12.1 Description

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

9.12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest

line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in ~~Sections 9.12.3 and 9.12.3.~~this Section.

9.12.2 Terms and Conditions

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

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

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

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

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

9.12.3 Rate Elements

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

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

9.12.4 Ordering Process

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

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

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

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

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

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

9.12.5 Maintenance and Repair

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

9.18 Additional Unbundled Elements

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

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of ~~U~~unbundled ~~L~~loops~~,~~ ancillary and finished services. When Qwest constructs to fulfill CLEC's request for ~~U~~unbundled ~~L~~loops, ancillary and finished services. Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in ~~Section 19~~the Construction Charges Section. When ~~the~~ CLEC orders the same or substantially similar service available to Qwest end user customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest end user ~~customer~~.

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

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

9.23.1.2 The Federal Communications Commission released its new list of unbundled network elements (UNEs) that purportedly satisfied the "necessary" and "impair" standards of Section 251(d)(2). See In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order"). According to the ordering clauses of the UNE Remand Order, some portions of this UNE list become effective on February 17, 2000 and others on May 17, 2000. U S WEST will, upon request, allow CLEC to access combinations of such unbundled network elements.

9.23.1.2.1 U S WEST will only provide combinations of those unbundled network elements that are currently on the FCC's then effective list of UNEs or are properly added by the State Commission according to 47 C.F.R. 51.317. Therefore, if a court of competent jurisdiction stays the effectiveness of any portion of the list of UNEs or vacates any portion of the list of UNEs or if the FCC or State Commission takes an item off of its list of UNEs, that effected element or elements will no longer be available as part of a preexisting combination of elements.

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

9.23.1.2.6 If, at any time, a court, the FCC, the State Commission, or any other body of competent jurisdiction determines that a network element previously required to be unbundled under Section 251(c)(3) of the Act no longer meets the necessary or impair standards of the Act or otherwise is taken off of the UNE list, temporarily or permanently, then the 252(d)(1) prices for elements in CLEC's Agreement or Exhibit A shall no longer apply to such network element. When this occurs, U S WEST shall have the right to increase the price of the network element according to any and all applicable law, rules and regulations. The element will also no longer be available to be included as part of a UNE Combination.

9.23.2 Description

UNE Combinations are available in five (5) categories: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) Local Exchange Private Line (subject to the limitations set forth below) (iii) ISDN – either Basic Rate or Primary Rate, (iv) Digital Switched Service (DSS) and (v) PBX Trunks. If CLEC desires access to a different UNE Combination pursuant to 47 C.F.R. 51.315(b), CLEC may request access through the BFR Process set forth in CLEC's Agreement.

9.23.3 Terms and Conditions

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

9.23.3.2 "UNE-P-POTS": Retail and/or Resale 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, Shared Transport and, if desired, Vertical Features For complete descriptions please refer to the appropriate unbundled network elements in this Agreement or CLEC's Agreement.

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

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

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

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

~~combinations according to the standard intervals set forth in Section 9.23.5.~~

~~9.23.3.5 "UNE-P-ISDN": Retail and/or resale ISDN lines are available to CLEC as a UNE Combination. There are two types of UNE-P-ISDN: basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. The standard offering is under development. In addition, vertical features not already associated with the Digital Line Side Port are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: The standard offering is under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.~~

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

~~9.23.3.6 "Private Line Local Exchange UNE Combinations" (UNE-PL-X): Retail and/or resale private line circuits are available to CLEC as a UNE Combination. There are many types of Private Line Local Exchange UNE Combinations. U S WEST will provide access to the following as a standard offering: UNE-PL-DS1 private line circuits are comprised of the following unbundled network elements: DS1 Capable Loop and DS1 Unbundled Dedicated Interoffice Transport. The remaining standard offerings are under development. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement. Other Private Line Local Exchange UNE Combinations (DS0 and DS3 with multiplexing) are under development.~~

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

~~9.23.3.6.2 CLEC cannot utilize combinations of unbundled network elements that include unbundled loop and unbundled interoffice dedicated transport to create a UNE Combination when the combination of network elements is either a special access circuit or is otherwise used primarily as a basis to avoid payment of Switched Access charges unless CLEC establishes to U S WEST that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user.~~

~~9.23.3.6.2.1 No private line or other unbundled loop dedicated transport combination is available for conversion into a UNE Combination if it utilizes shared use billing, commonly referred to as ratcheting.~~

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

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

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

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

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

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

~~9.23.3.6.2.4 U S WEST has the right to verify CLEC's actual usage on a representative sample of CLEC's private line circuits to determine the percentage of local exchange usage. If U S WEST can establish to CLEC through documentary and, if available, other evidence that such a combination of unbundled network elements is not currently being used to carry a "Significant Amount of Local Exchange Traffic" then that combination of elements will not be available to CLEC as a UNE Combination. If after U S WEST presents its evidence to CLEC, U S WEST and CLEC disagree as to whether the circuit is carrying a "Significant Amount of Local Exchange Traffic", U S WEST can then go to the Commission at which time U S WEST has the burden to establish to the Commission by a preponderance of the evidence that the combination does not meet the requisite requirements is carrying less than a "Significant~~

~~Amount of Local Exchange Traffic". If U S WEST meets its burden, the combination of unbundled network elements will not be available as a UNE Combination. All rights of appeal will be preserved by both Parties.~~

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

~~a) U S WEST may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.~~

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

~~c) An independent auditor hired and paid for by U S WEST shall perform any audits, provided, however, that if an audit reveals that CLEC's UNE-PL-X circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse U S WEST for the cost of the audit.~~

~~d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.~~

~~e) U S WEST may not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than twice~~

in any calendar year, unless an audit finds noncompliance.

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

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

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

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

9.23.3.8.2 If U S WEST provides and CLEC accepts operator services, directory assistance, and intraLATA long distance as a part of the basic exchange line, it will be offered with standard U S WEST branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of U S WEST. However, at the request of CLEC and where technically feasible, U S WEST will rebrand operator services and directory assistance in CLEC's name, in accordance with terms and conditions set forth in CLEC's Agreement.

9.23.3.8.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to Section 9.12.

9.23.3.8.4 U S WEST shall provide to CLEC, for CLEC's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). .U S WEST shall not be responsible

~~for any failure of CLEC to provide accurate end-user information for listings in any databases in which U S WEST is required to retain and/or maintain end-user information. U S WEST shall provide CLEC's end user information to the ALI/DMS ("Automatic Location Identification/Database Management System"). U S WEST shall use its standard process to update and maintain, on the same schedule that it uses for its end users, CLEC's end user service information in the ALI/DMS used to support E911/911 services. U S WEST assumes no liability for the accuracy of information provided by CLEC.~~

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

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

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

~~9.23.3.9 If a retail contract or tariff agreement exists between U S WEST and the end user customer or reseller utilizing the combination of elements, all applicable Termination Liability Assessment (TLA) or minimum period charge whether contained within tariffs, contracts or any other applicable legal document, will apply and must be paid in full by the responsible party before the combination of elements is available for conversion into a UNE Combination.~~

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

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

9.23.3.12 When end users switch from U S WEST to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end users shall be permitted to retain their current telephone numbers if they so desire.

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

9.23.3.14 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC's end users contacting U S WEST will be instructed to contact CLEC; however, unless specifically provided otherwise, nothing in this Agreement shall be deemed to prohibit U S WEST from discussing its products and services with CLEC's end users who call U S WEST.

9.23.3.15 Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user to be served with the UNE Combination is an end-user with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined in Section 9.11.2.5.1.

9.23.4 Rates and Charges

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

9.23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are described in CLEC's Agreement and Exhibit A.

9.23.4.1.2 Nonrecurring charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. These non-recurring charges are described in CLEC's Agreement and Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, U S WEST will make a compliance filing to incorporate the adjusted

~~rates into Exhibit A. Upon the compliance filing by U S WEST, the Parties will abide by the adjusted rates on a going-forward basis.~~

~~9.23.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required by statute, regulation or otherwise required. These charges and surcharges will be consistent with the charges and surcharges for equivalent services ordered by U S WEST end users.~~

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

~~9.23.4.5 If an end-user is served by CLEC through a UNE combination, U S WEST will not charge, assess, or collect Switched Access charges for interLATA or intraLATA calls originating or terminating from that end-user's phone after conversion to a UNE Combination is complete.~~

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

~~9.23.5 Ordering Process~~

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

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

~~9.23.5.3 Standard service intervals for each UNE Combination will be identified in the UNE-P and UNE Combination Resource Guide which includes the Standard Interval Guide for Interconnection and Resale Services. When the standard interval does apply, CLEC and U S WEST will use the standard provisioning interval for the equivalent retail service. Standard intervals do not apply when certain circumstances exist as specifically set forth in other aspects of this UNE Combination section. CLEC and U S WEST can separately agree to due dates other than the standard interval.~~

~~9.23.5.4 Due date intervals are established when US WEST receives a complete and accurate Local Service Request (LSR) made through the IMA or EDI interfaces or through facsimile. The date the LSR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day. This interval may be impacted by order volumes and load control considerations.~~

~~9.23.5.5 CLEC shall provide U S WEST with complete and accurate end user listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-users served by UNE Combinations.~~

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

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

~~**9.23.6 Billing**~~

~~U S WEST shall provide CLEC, on a monthly basis, within 7-10 calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.~~

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

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

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

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

9.23.1.2 ~~.Qwest will, upon request, allow CLEC to access pre-existing combinations of unbundled network elements identified by the Federal Communications Commission in In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (rel. Nov. 5, 1999) (hereinafter "UNE Remand Order").~~ Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just,

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

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, 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 state 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 service. UNE Combinations will not be directly connected to a Qwest finished service, whether found in a ~~tariff~~Tariff or otherwise, without going through a Collocation, unless otherwise agreed to by the parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

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

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

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

9.23.1.5.1 Is technically feasible;

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

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

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

9.23.1.6.1 Is technically feasible;

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

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

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

9.23.2 Description

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

9.23.3 Terms and Conditions

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

9.23.3.2 "UNE-P-POTS": ~~Retail and/or Resale~~ 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port~~,~~ and Shared Transport~~ and, if desired, all compatible Vertical Features~~. All the Vertical Switch Features that are technically feasible for POTS are available with UNE-P-POTS. For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

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

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

9.23.3.5 "UNE-P-ISDN": ~~Retail and/or resale~~ ISDN lines are available to CLEC as a UNE Combination. All the Vertical Switch Features that are technically feasible for ISDN are available with UNE-P-ISDN. ~~.~~There are two types of UNE-P-ISDN:

a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following unbundled network elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and

b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

~~basic rate (UNE-P-ISDN-BRI) and primary rate (UNE-P-ISDN-PRI). UNE-P-ISDN-BRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport. In addition, vertical features not already associated with the BRI Line Side Switch are handled ICB. UNE-P-ISDN-PRI is comprised of the following unbundled network elements: DS1 Capable Loop, PRI Trunk Port and Shared Transport.~~
For complete descriptions please refer to the appropriate unbundled network elements in this Agreement.

9.23.3.6. UNE-P-Centrex – ~~UNE-P-~~ Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, and

Shared Transport. All the Vertical Switch Features that are technically feasible for Centrex service are available with UNE-P-Centrex. ~~Centrex Common Block and, if desired, the Centrex Features supported by the switch. Because of the numerous varieties of Centrex and the complexity of the products, CLEC must contact its account representative to arrange for ordering and processing of the appropriate variety of Centrex.~~

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

9.23.3.6.2 Qwest will provide access to Customer Management System ("CMS") with UNE-P-Centrex.

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

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

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

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

9.23.3.7.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport

combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest Central Office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's Tariffed services.

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

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.3.7.2.3, it seeks to qualify the circuit.

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

longer valid.

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

a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

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

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest ~~may~~shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any calendar year, unless an audit finds noncompliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

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

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

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

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

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

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data ~~is~~ is available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

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

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

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail

and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms of this Section 9.23.3.~~3~~7. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

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

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

9.23.3.7.2.12.1 Terms and Conditions

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

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

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

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

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

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

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

9.23.3.8 Ordering

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

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

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

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

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

9.23.3.9 Rate Elements

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

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

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

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

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

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

appropriate, development of, 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 indentify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

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

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

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of theis Agreement.

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

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end user customers for InterLATA and IntraLATA services. CLEC shall follow all applicable laws, rules and

regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

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

9.23.3.12 ~~If a retail contract or agreement exists between Qwest and its retail the end user customer or reseller~~ CLEC ~~wishing to have its service converted to a UNE Combination to be provided by CLEC, utilizing the combination of elements,~~ all applicable Termination Liability Assessment (TLA) ~~or minimum period charges, whether contained within s, contracts or any other applicable legal document, will apply. and must be paid in full by the responsible Party before the combination of elements is available for conversion into a UNE Combination.~~IF CLEC has existing resold services 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 resold services to UNE Combination service, TLA or minimum period charges will apply, and the conversion of services will not be delayed due to the applicability of TLA or minimum period charges.

9.23.3.13 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 ha~~ve~~s been provisioned to CLEC as a combination, unless ~~it is not technically feasible to provision~~ a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resale~~old~~ rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 CLEC shall provide Qwest with an eighteen (18) month forecast of its expected UNE Combination orders within thirty (30) calendar days of requesting service pursuant to this Agreement. The forecast shall be updated every six months for the first year of the contract and each November CLEC shall provide a forecast for the following calendar year. Each forecast shall provide: (a) proposed volumes by month for each type of UNE Combination (by city and/or state); (b) CLEC's anticipated number of UNE Combination service orders; and (c) the name and identifying information of CLEC's key contact personnel. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section.

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

9.23.3.16 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, ~~including CLEC's non-payment of charges, ,~~ CLEC shall be responsible for providing any and all necessary notice

to its end user customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end user customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC~~'s~~ shall inform its end user customers that they are end user customers of CLEC. CLEC's' end user customers contacting Qwest will be instructed to contact CLEC; and Qwest's end user customers contacting CLEC will be instructed to contact Qwest. 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, ~~unless specifically provided otherwise,~~ nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end user customers who call the other Party.

9.23.3.18 Reserved for future use. ~~Local circuit switching is not available as a UNE in certain circumstances. Where unbundled local circuit switching is one of the elements in a combination of elements, CLEC will not request UNE-P where the following conditions exist: The end-user customer to be served with the UNE Combination is an end-user customer with four access lines or more and the lines are located in density zone 1 in specified MSAs as defined earlier in this UNE Section.~~

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

9.23.4 Rates and Charges

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

9.23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained ~~described~~ in ~~this Agreement and~~ Exhibit A.

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

9.23.4.2 If the Commission takes any action to adjust the rates previously

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

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

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

9.23.4.5 If an end-user customer is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that end-user customer's phone after conversion to a UNE Combination is complete.

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

9.23.5 Ordering Process

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

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

9.23.5.1.2 ~~Step 2: Sign amendment or begin negotiations~~Reserved for Future Use.

9.23.5.1.3 Step ~~3~~1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step ~~4~~2: Obtain Billing Account Number (BAN) through account team representative.

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

9.23.5.1.6 Step ~~6~~4: After account team notification, place UNE combination orders via an LSR or ASR as appropriate.

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

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

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

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. ~~The date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. The service interval will begin on the next business day for service requests received on a weekend day or after 3:00 p.m. on a business day.~~ For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, 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 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, 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 UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, 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.

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

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

~~user customer.~~

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

9.23.6 Billing

9.23.6.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7-10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information consistent with the samples available for CLEC review.

9.23.7 Maintenance and Repair

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