

**UNE-P Line Splitting and
Unbundled Network Elements Combinations (“UNE Combinations”)
Amendment
to the Interconnection Agreement between
Qwest Corporation and
Advanced TelCom, Inc. dba Advanced TelCom Group
for the State of Washington**

This is an Amendment (“Amendment”) to the Interconnection Agreement between Qwest Corporation (“Qwest”), a Colorado corporation, and Advanced TelCom, Inc. dba Advanced TelCom Group (“CLEC”). CLEC and Qwest shall be known jointly as the “Parties”.

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (“Agreement”) for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission (“Commission”); and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for UNE-P Line Splitting as set forth in Attachments 1 and 2 and Exhibits A, B and C to this Amendment, attached hereto and incorporated herein by this reference.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

Further Amendments

This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment. Except as modified herein, the provisions of the Agreement shall remain in full force and effect. Neither the Agreement nor this Amendment may be further amended or altered except by written instrument executed by an authorized representative of

both Parties. This Amendment shall constitute the entire Agreement between the Parties, and supercedes all previous Agreements and Amendments entered into between the Parties with respect to the subject matter of this Amendment.

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

**Advanced TelCom, Inc. dba
Advanced TelCom Group**

Qwest Corporation

Signature

Signature

Name Printed/Typed

L. T. Christensen
Name Printed/Typed

Title

Director – Business Policy
Title

Date

Date

ATTACHMENT 1**UNE-P Line Splitting****1. Description**

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A POTS Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the end user. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

2. Terms and Conditions**2.1 General**

2.1.1 The Customer of record will order the insertion of a POTS Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper Loop.

2.1.2 To order Line Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the end user. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

2.1.5 The Customer of record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

2.1.6 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section of the Agreement; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of the Agreement. Under either

option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

3. Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Amendment.

3.1 Recurring Rates for UNE-P Line Splitting.

3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.

3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

3.2 Nonrecurring Rates for the UNE-P Line Splitting

3.2.1 Basic Installation Charge for UNE-P Line Splitting – A nonrecurring charge for each UNE-P Line Splitting installed will apply.

3.2.2 Charge for conditioning Loop associated with UNE-P – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

3.3 Nonrecurring Rates for Maintenance and Repair

3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section of the Agreement.

3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Amendment.

3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

4. Ordering Process

4.1 UNE-P Line Splitting

4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section of the Agreement. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated Loop.

4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

4.1.4 The Customer of record shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

4.1.5 If a Line Splitting LSR is placed to change from Line Sharing to UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

4.1.6 The Customer of record shall submit the appropriate LSR's associated with establishing UNE-P and Line Splitting.

5. Billing

5.1 Qwest shall provide a bill to the Customer of record, 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 sub-account information consistent with the samples available for CLEC/DLEC review.

5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Line Splitting rate elements.

6. Repair and Maintenance

6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

6.2 The Customer of record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical

line between Network Interface Devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: <http://www.qwest.com/wholesale/products/services/pcat/index.html>. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

6.3.1 If an end user complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service without authorization from the Customer of record.

6.3.2 CLEC and DLEC are responsible for their respective end user base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective end users.

6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess Customer of record the TIC Charge.

6.3.4 When trouble reported by the Customer of record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of record on a case-by-case basis. The Customer of record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of record.

6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC/DLEC will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation

arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

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

7. Customer of Record and Authorized Agents

7.1 "Customer of record" is defined as the CLEC that is the billed Customer for Line Splitting. The Customer of record may designate an authorized agent pursuant to the terms of this Amendment to perform ordering and/or Maintenance and Repair functions.

7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

7.3 The Customer of record shall hold Qwest harmless with regard to any harm to Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices through the Customer of record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

ATTACHMENT 2**Unbundled Network Elements Combinations (UNE Combinations)****1. General Terms**

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.

1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Amendment 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 Amendment 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 Amendment or required by Existing Rules.

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 Amendment. CLEC and Qwest agree that the UNEs identified in this Amendment 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

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 enable furnishing of Telecommunications Services. Loops or loop-transport combinations will not be directly connected to a Qwest tariffed special access service, whether found in a 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.

1.2.3 Where a CLEC has been denied access to a DS1, or other high capacity Loop, as a UNE due to lack of facilities, and where CLEC has requested and been denied the construction of new facilities to provide such Loop, CLEC may connect a similar bandwidth tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, CLEC shall provide Qwest

with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

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

1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, upon CLEC request Qwest will build facilities as required by this Amendment.

1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, upon CLEC request, Qwest will build facilities as required by this Amendment to enable the combination of UNEs that are not ordinarily combined in Qwest's network and further provided that such combination:

1.5.1 Is Technically Feasible;

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

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

1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, upon CLEC request, Qwest will build facilities as required to enable the combination of CLEC facilities with UNEs leased from Qwest and further provided that such combination:

1.6.1 Is Technically Feasible;

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

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

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

2. Description

UNE Combinations are available in, but not limited to, 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 Amendment. Qwest will provision UNE combinations pursuant to the terms of this Amendment without requiring an amendment to CLEC's Interconnection agreement, provided that all UNEs making up the UNE Combination are contained in CLEC's Interconnection agreement. If Qwest develops additional UNE combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a CLEC questionnaire amendment before ordering such products.

3. Terms and Conditions

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

3.2 "UNE-P-POTS": 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. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-P-POTS.

3.3 "UNE-P-PBX": PBX Trunks are available to CLEC as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following 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.

3.4 "UNE-P-DSS": Digital Switched Service (DSS) 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. 3.5 "UNE-P-ISDN": 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.

3.6 UNE-P-Centrex: – 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.

3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS.

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

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 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. In addition, other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit C. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

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. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to CLEC Collocation.

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

3.7.2.1 Option 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.

3.7.2.2 Option 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.

3.7.2.3 Option 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.

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 it seeks to qualify the circuit.

3.7.2.5 CLEC's local service certification shall remain valid only so long as CLEC continues to satisfy one (1) of the three (3) options set forth in this Amendment. CLEC must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) Days if CLEC's certification on a given circuit is no longer valid.

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 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 non-compliance. 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 as specified in this Amendment. 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.

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.

3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements as specified in this Amendment on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) Days.

3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements, then the EEL shall be converted to special access or private

line rates within thirty 30 days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements, 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. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of the Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

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).

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 Amendment. 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 B.

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 in this Amendment.

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.

3.7.2.12.1 Terms and Conditions

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.

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.

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.

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.

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

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

3.7.2.12.8 EEL-P is available only where existing facilities are available, or if facilities are not available at a location desired by CLEC to which Qwest has deployed facilities because all of such existing suitable facilities are in use serving other Customers, Qwest will build facilities to enable the delivery of EEL-P at the desired location.

3.8 Ordering

3.8.1 CLEC will submit EEL orders using the LSR process.

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

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

3.8.4 One LSR is required when CLEC orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

3.9 Rate Elements

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 nonrecurring charges apply.

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 nonrecurring charges apply.

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 or Unbundled Loop. Recurring and nonrecurring charges set forth in Exhibit A apply.

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

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 nonrecurring charges apply.

3.10 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 C. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process (BFR). In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Amendment.

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

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.

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 Amendment.

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.

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.

3.11.5 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its 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.

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.

3.11.7 CLEC may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only) combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Amendment. Qwest DSL service provided to internet service providers and not provided directly to Qwest or CLEC's End Users is not available with UNE-P combinations.

3.12 If CLEC is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if CLEC wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

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 have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and Billing at the resold 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.

3.14 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.

3.15 In the event Qwest terminates the Provisioning of any UNE Combination service to CLEC for any reason, CLEC shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's End User Customers. Qwest 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.

3.16 CLEC, or CLEC's agent, shall act as the single point of contact for its end users service needs, including without limitation, sales, service design, order taking, Provisioning, change

orders, training, maintenance, trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its end users that they are end users of CLEC. CLECs' end users contacting Qwest will be instructed to contact CLEC, and Qwest's end users 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, nothing in this Amendment shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's end users who call the other Party if they would like to discuss the Party's products and services, and then discussing the Party's products and services with those end users who would like to do so.

4. Rates and Charges

4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

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 in Exhibit A.

4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

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.

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.

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.

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.

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.

5. Ordering Process

5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Amendment and in the PCAT. The following is a high-level description of the ordering process:

5.1.1 Step 1: Complete product questionnaire with account team representative.

5.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative.

5.1.3 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE combination rates to the Qwest Billing system.

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

5.1.5 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

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 the Agreement.

5.3 Standard service intervals for each UNE Combination are set forth in Exhibit B. For UNE Combinations with appropriate retail analogues, 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.

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. 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.

5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer listings information are contained in the Listings and E911/911 Emergency Services sections of the Agreement. Nevertheless, to the extent that the option is available to CLEC to specify that the End User Customer's existing listing(s) be retained upon conversion to Unbundled Local Switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data

bases.

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 shall not provide CLEC or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

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.

6. Billing

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.

7. Maintenance and Repair

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.