

**EXHIBIT 2
TO JOINT CLEC COMPLAINT**

**EXCERPTS FROM WASHINGTON INTERCONNECTION AGREEMENTS
BETWEEN QWEST AND JOINT CLECS**

**INTERCONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

ADVANCED TELCOM GROUP, INC

FOR

WASHINGTON

INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 28th day of October, 1998, is between Advanced TelCom Group, Inc. ("ATG"), a Delaware corporation and US WEST Communications, Inc. ("USWC"), a Colorado corporation.

1. RECITALS

- 1.1 Pursuant to this Interconnection Agreement ("Agreement"), Advanced TelCom Group, Inc. ("ATG"), a Competitive Local Exchange Carrier and USWC, an Incumbent Local Exchange Carrier (collectively, the "Parties" and individually, a "Party") will enter into certain arrangements in the state of Washington. This Agreement includes terms, conditions, and prices for network interconnection, and ATG's access to USWC's unbundled network elements, ancillary network services, and retail services available for resale. Pursuant to this Interconnection Agreement ATG and USWC, collectively "the Parties", will extend certain arrangements to one another within each LATA in which they both operate within the state of Washington. This Agreement is a combination of agreed terms and terms imposed by arbitration under Section 252 of the Communications Act of 1934, as modified by the Telecommunications Act of 1996 ("the Act"), and as such does not necessarily represent the position of either Party on any given issue. The Parties enter into this Agreement without prejudice to any position they may have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement. Nevertheless, the Parties shall fully honor the terms of the Agreement, regardless of their respective advocacy positions subject to modification of this Agreement pursuant to a change in the law.
- 1.2 This Agreement is entered into as a result of both private negotiations between the Parties and the incorporation of some of the results of arbitrated decisions by the Commission, acting pursuant to Section 252 (b) of the Act, and involving interconnection agreements of other parties. The Parties have included for convenience certain rates, terms or conditions in this Agreement which reflect rates, terms or conditions established in some or all of those other arbitrations. ATG acknowledges: (1) that those rates, terms or conditions are extended only because of the arbitrated results in other dockets, (2) that USWC intends to appeal certain of those decisions, and (3) that any negotiations, appeal, stay, injunction or similar proceeding impacting the applicability of those rates, terms or conditions to the local service providers who were parties to those arbitrations may impact the applicability of those rates, terms or conditions to ATG. The Parties further recognize that certain provisions of this Agreement are subject to the generic proceedings by the Commission addressing the services in this Agreement. Nevertheless, the Parties shall fully honor the terms of the Agreement, regardless of their respective advocacy positions subject to modification of this Agreement pursuant to a change in the law.

- 1.3. The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, including changes pursuant to Section 1.2, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), condition(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then the Parties will meet as required and confer in good faith to renegotiate the terms of this Agreement which may be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. Nevertheless, the Parties shall fully honor the terms of the Agreement, regardless of their respective advocacy positions subject to modification of this Agreement pursuant to a change in the law. Nothing in this paragraph shall be construed as a waiver by either Party of any of its property rights in this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain unbundled network elements, ancillary functions and additional features to ATG (hereinafter collectively referred to as "Network Elements") for the purposes of ATG's offering and provisioning of telecommunications services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to interconnect and pay reciprocal compensation for the exchange of local traffic between USWC and ATG. Nothing in this Agreement shall prohibit either Party from using the other Party's services and facilities to provide telecommunications originating or terminating services for information services provided by either Party or a third party. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying Appendices.
- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

3. DEFINITIONS

- 3.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between ATG and USWC for Local Interconnection Service.

- 3.45 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 3.46 "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the the appropriate state commission for the incumbent LEC.
- 3.47 "Wire Center" denotes a building, or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 3.48 "xDSL" refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provided digital communications services over copper loops, either in addition to or instead of normal analog voice service. xDSL Loops means Loops that have been conditioned, if necessary and at the appropriate charge if any, by USWC to carry the appropriate xDSL signals.
- 3.49 Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

4. RATES AND CHARGES GENERALLY

- 4.1. For Interconnection, Resold Services and Unbundled Network Elements, ATG and USWC agree to use state-specified permanent rates where established, or where no state-specified permanent rate exists, ATG agrees to use the state-specified interim rates where established. Where no state-specified permanent or interim rates exist, ATG agrees to use the ordered and approved AT&T rates as interim rates until such time as the state Commission issues an order in a generic proceeding or arbitration, implementing approved rates, whether those approved rates are interim or final. Upon issuance of the order, USWC will move ATG to such approved rates for those states and true up the amounts charged to that point not to exceed 12 months. If either interim, permanent or approved AT&T rates are later modified on appeal, on a retroactive basis, an additional true

because of space limitations. Additionally, ATG is not permitted to construct a tower on these buildings, but may lease space on any existing USWC owned and/or controlled tower. A tower specifically does not include a typical ATG wireline installation. Spare microwave tower space will be accessed in terms of physical and structural loading constraints. Microwave frequency use will be limited by frequency availability to avoid Radio Frequency Interference. Compensation for radio frequency inquiry to the extent necessary and for the placement of microwave equipment and associated cabling will be on an individual case basis (ICB), unless otherwise covered by tariff, which may include without limitation cost associated with any tower or building structural modifications required to provide for the placement of microwave equipment or cabling. The price charged by USWC to ATG for such collocation shall be the same price that USWC charges other similarly situated CLECs for the same service. ATG agrees to reciprocity relative to the aforementioned paragraph.

8. UNBUNDLED ACCESS/ELEMENTS

8.1 General Terms

- 8.1.1 USWC agrees to provide the following unbundled Network Elements which are addressed in more detail in later sections of this Agreement: 1) local Loop, 2) local and tandem switches (including all vertical switching features provided by such switches), 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance functions.
- 8.1.2 This Agreement provides for the provision of unbundled Network Elements to ATG which ATG may connect or combine for the purpose of offering finished retail services. USWC will not combine USWC's unbundled Network Elements to provide a finished service to ATG. USWC agrees, however, to offer finished retail services to ATG for resale pursuant to the Resale section of this Agreement.
- 8.1.3 USWC will not restrict the types of telecommunications services ATG may offer through unbundled elements, nor will it restrict ATG from combining elements with any technically compatible equipment ATG owns. USWC will provide ATG with the same features, functions and capabilities of a particular element that USWC provides to itself, so that ATG can provide any telecommunications services that can be offered by means of the element.

USWC is developing a proposal for access to its Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders and to provide ATG with electronic interfaces for pre-ordering, ordering, demand repairs and billing functions for Plain Old Telephone Services (POTS). These interfaces will also have the necessary mediation to protect the integrity of the network as well as allay any privacy concerns for end user information. The components described in this section are conceptual in nature and will be subject to change as the implementation process proceeds. There will be charges associated with the introduction of the interface and ongoing access to OSS operations which will include an initial access fee and an ongoing charge as described more fully below.

10.1 Operational Systems Interfaces - Interface Implementation Timetable

USWC's initial operational systems interfaces have been deployed and will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. The specific features and functions are not discussed in this Agreement.

10.2 OSS Interface Design

- 10.2.1 USWC will develop OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways will act as a mediation or control point between ATG's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases.
- 10.2.2 USWC proposes the use of the existing Electronic Data Interchange ("EDI") standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.
- 10.2.3 For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records, using the Network Data Mover ("NDM"), otherwise also known as the Connect:Direct method to transmit the information to carriers.

10.3.2.9 Status Query/Response

This transaction will allow ATG to obtain the status of a work order. USWC will return the current status, remarks and due date for specified work order.

Note: This status request is issued by ATG on demand. Real Time Order Completion and Jeopardy Notification is not proactively issued by USWC.

10.3.2.10 Order Completion Report

Provides ATG with a daily (Monday - Saturday) report, electronically, that identifies all work orders that were completed by USWC on that date. This report is called the CLEC Completion Report.

10.3.3. Repair

Repair functions allow ATG to report trouble with communications circuits and services provided by USWC. The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes have been summarized and will be made available to ATG in the following functional set: open a trouble report, cancel a trouble report, send notification of status change and close a trouble report.

10.3.3.1 Verify Request

This transaction will be used to verify vertical features the end user currently owns. Technical discussions (e.g., Security) are currently ongoing within USWC as to how to provide this capability.

10.3.3.2 Open Trouble Report

Gives ATG the capability to open a TR with USWC.

10.3.3.3 Open Trouble Report Response

Gives ATG the capability to the Open TR request and contains information about the TR that ATG needs to track or to convey to ATG's end user.

10.4.5 Routing of In-region IntraLATA Collect, Calling Card, and Third Number Billed Messages

USWC will distribute in-region intraLATA collect, calling card, and third number billed messages to ATG and exchange with other ATGs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain the records for these types of calls as well.

10.5 Compensation

10.5.1 If and as approved by the appropriate state Commission, compensation for OSS access will consist of an initial access fee which will be determined based on the specific access engineered and implemented for ATG and is a function of the numbers of ATG business office and repair service representatives accessing the system. The fee will include costs for hardware (if purchased through USWC), software (which must be purchased through USWC), telecommunications links and labor incurred to establish the interfaces to USWC's OSS for ATG. The costs will be substantiated by purchasing invoices for the communications and computing hardware and software, and by time reports for the labor expended in their design and implementation. Labor will be billed at the prevailing rates for contract labor for similar services. Any and all charges set forth hereunder must be approved by the appropriate state Commission prior to USWC's sending ATG any OSS invoices.

10.5.2 The ongoing charge will be billed at a rate to be specified by the Commission at the completion of an appropriate cost study hearing.

11. RESALE

11.1 Description

11.1.1 USWC Basic Exchange Telecommunications Service and Basic Exchange Switched Features (as defined in Section 3) and IntraLATA Toll originating from USWC exchanges will be available for resale from USWC pursuant to the Act and will reference terms and conditions (except prices) in USWC tariffs, where applicable. Appendix A lists services which are available for resale under this Agreement and applicable discounts.

11.1.2 The Parties agree that, at this time, certain USWC services are not available for resale under this Agreement and certain other

necessary to construct added facilities, then construction charges will apply to the exceeded quantity. USWC will track utilization of trunks, and when minimum trunk utilization requirements are not met, a recurring charge will apply for all unused trunks below the minimum utilization level.

23.4 Unbundled Network Elements

When ATG requests USWC will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled Network Elements. If USWC constructs to fulfill ATG's request for unbundled Network Elements, USWC will bid this construction on a case-by-case basis. USWC will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge. However, none of these charges shall apply specifically or solely to ATG to the extent that such construction is undertaken by USWC in the ordinary course of its business.

23.5 All necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.

23.6 A quote for ATG's portion of a specific job will be provided to ATG. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, ATG will be billed the quoted price and construction will commence after receipt of payment. If ATG chooses not to have USWC construct the facilities, USWC reserves the right to bill ATG for the expense incurred for producing the engineered job design.

23.7 In the event a construction charge is applicable, ATG's service application date will become the date upon which USWC receives the required payment.

24. SERVICE PERFORMANCE RESULTS

24.1 USWC agrees to provide to ATG the same level of service that USWC provides to itself and/or its affiliates as determined by measuring and comparing a statistically significant number of activities listed below.

24.1.1 For those services procured by ATG and unless otherwise noted below, USWC shall measure its results and those of its affiliates as a percentage. USWC shall also measure the percentage results of ATG.

ATG agrees to measure its performance related to these performance indicators in providing service to USWC.

24.1.2 In some instances, USWC may not provide the listed service to itself or its affiliates. If USWC does not provide a statistically significant number of a listed activity for itself or its affiliates,

26.26 Amendment

ATG and USWC may mutually agree to amend this Agreement in writing. Since it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives of this Agreement, the Parties agree to work cooperatively, promptly and in good faith to negotiate and implement any such additions, changes and corrections to this Agreement.

26.27 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

26.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

26.29 Cancellation Charges

Except as provided pursuant to a Network Element, Bona Fide Request, or as otherwise provided in any applicable Tariff or contract referenced herein, no cancellation charges shall apply.

26.30 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission and may thereafter be filed with the FCC and shall, at all times, be subject to review by the Commission or the FCC. In the event any such review rejects any portion of this Agreement, renders it inoperable or creates any ambiguity of requirement for further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

26.31 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

26.32 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

In the provision of POTS services, each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense,

**LOCAL INTERCONNECTION
AGREEMENT**

BETWEEN

QWEST CORPORATION

AND

ELECTRIC LIGHTWAVE, INC.

FOR

WASHINGTON

PART A - GENERAL TERMS

This Local Interconnection Agreement is between Electric Lightwave, Inc. ("ELI"), a Delaware corporation and Qwest Corporation ("Qwest"), a Colorado corporation.

(A)1. SCOPE OF AGREEMENT

(A)1.1 Pursuant to this negotiated Local Interconnection Agreement ("Agreement"), ELI, a Competitive Local Exchange Carrier, and Qwest (collectively, "the Parties") will extend certain arrangements to one another within the geographical areas in which both Parties are providing local exchange, and for which Qwest is the incumbent Local Exchange Carrier within the state of Washington for purposes of providing local Telecommunications Services. This Agreement includes terms, conditions, and prices for network Interconnection, access to Unbundled Network Elements (UNEs), ancillary network services, and retail services available for resale. It will be submitted to the Washington Utilities and Transportation Commission ("Commission") for approval. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

(A)1.2 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 or could be the results of arbitrated decisions by the Commission which are currently being challenged by Qwest or ELI. 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. Although that opinion is legally-binding, 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. Nothing in this Agreement shall be deemed an admission by Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest 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 the Parties shall amend this Agreement and all contracts adopting all or part of this Agreement pursuant to Section 252(l) of the Act, 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 of notice by either Party requesting to negotiate an amendment, 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 pricing proceedings by the Commission. This Section 1.2 shall be considered part of the rates, terms and conditions of each interconnection service, resale and

network element arrangement contained in this Agreement, and this Section 1.2 shall be considered legitimately related to the purchase of each interconnection service, service for resale, and network element arrangement contained in this Agreement.

(A)1.2.1 Qwest is in the process of filing a Statement of Generally Available Terms and Conditions ("SGAT") for Interconnection, unbundled network elements, Ancillary Services, and Resale of Telecommunications Services in each state. Qwest will use its best efforts to incorporate all 271 checklist and performance metrics requirements in the Qwest ("SGAT"). Because the SGAT is Qwest's standard contract offer, ELI may opt into any provisions or portions thereof that do not lose their context contained in the SGAT for this state at any time by executing an appropriate amendment to this Agreement. This Agreement may be amended to incorporate the results of each state's Section 271 proceedings ("Section 271 Results"). ELI will notify Qwest of its intent to amend this Agreement to incorporate such Section 271 Results and modification will be made pursuant to the amendment procedures described in this Agreement.

(A)1.3 This Agreement sets forth the terms, conditions and prices under which Qwest agrees to provide (a) services for resale and (b) certain UNEs, ancillary functions and additional features to ELI, all for the sole purpose of providing Telecommunications Services. The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide Interconnection and reciprocal compensation for the exchange of Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic between Qwest and ELI and Jointly Provided Switch Access (InterLATA and IntraLATA presubscribed/dial around) traffic between Qwest, ELI and Interexchange Carrier (IXC) for purposes of offering Telecommunications Services.

(A)1.4 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

(A)1.5 Qwest shall make services, functionalities and features available to ELI under this Agreement consistent with the way they are available to other Co-Providers, without a formal amendment to this Agreement. Nothing herein prevents either Party from raising other issues through additional good faith negotiations.

(A)1.6 This Agreement is structured in the following format:

- Part A - General Terms
- Part B - Resale
- Part C - Reciprocal Traffic Exchange
- Part D - Collocation
- Part E - Unbundled Network Elements

Part F – Advanced Services Network Interconnection
Part G - Ancillary Services
Part H - Miscellaneous Provisions
Part I - Rates
Part J - Signature

- (A)1.7 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "Co-Provider Questionnaire". This questionnaire will then be used to:

Determine geographical requirements
Identify ELI Ids
Determine Qwest system requirements to support ELI specific activity
Collect credit information
Obtain billing information
Create summary bills
Establish input and output requirements
Create and distribute Qwest and ELI contact lists
Identify client hours and holidays
This "Co-Provider Questionnaire" requirement shall be waived in cases where services have been provided under a prior agreement.

(A)2. DEFINITIONS

- (A)2.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services and Local Interconnection Service.
- (A)2.2 "Access Services" refers to the Tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic. The Parties agree to disagree regarding the treatment of phone to phone voice interexchange traffic that is transmitted over a carriers' packet switched network using protocols such as TCP/IP, since such services are not currently offered by ELI or its customers. In the event ELI or its customers commence offering such services, the Parties agree to resolve any dispute through the Dispute Resolution provisions of this Agreement.
- (A)2.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- (A)2.4 "ADSL" or "Asymmetrical Digital Subscriber Line" means a transmission technology which transmits an asymmetrical digital signal using one of several transmission methods (for example, carrier – less AM/PM discrete multi-tone, or discrete wavelet multi-tone).
- (A)2.5 "Advanced Services" refers to high speed, switched, broadband, wireline telecommunications capabilities that enables users to originate and receive

(A)3.28 Headings of No Force or Effect

The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

(A)3.29 Regulatory Approval

The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification.

(A)3.30 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and ELI agree to take all action necessary to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

(A)3.31 Compliance with the Communications Assistance Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

(A)3.32 Cooperation

The Parties agree to work jointly and cooperatively in implementing this Agreement.

(A)3.33 Pick and Choose Rights

Pursuant to Section 252(i) of the Act, Qwest shall make available to ELI upon request any individual interconnection, services, or unbundled network element arrangements contained in any agreement to which Qwest is a party that is approved by the Commission pursuant to Section 252 of the Act (a "Third Party Agreement") upon the same rates, terms, and conditions as are provided in the Third Party Agreement, subject to the following conditions:

- (A)3.33.1. ELI may elect to amend this Agreement to incorporate either (a) the Third Party Agreement in its entirety, or (b) the legitimately related rates, terms, and conditions contained in the Third Party

PART E - UNBUNDLED NETWORK ELEMENTS (UNEs)

(E)1. General Terms

- (E)1.1 Pursuant to the following terms, Qwest will unbundle and separately price and offer Unbundled Network Elements ("UNEs") to ELI. ELI may order access to Qwest UNEs via Caged Physical, Cageless Physical, Virtual, Adjacent or ICDF Collocation, or any Technically Feasible point in Qwest's network; except as otherwise provided in this Agreement; provided however, if the Parties cannot reach agreement on what constitutes a Technically Feasible point, then the Parties shall resolve the dispute through the Dispute Resolution process. This access allows ELI to connect UNEs to other network elements for the purpose of offering telecommunications services. ELI may utilize either a shared or dedicated ICDF, as provided in Part D, to access Qwest UNEs in Qwest's Premises.
- (E)1.2 Qwest shall provision unbundled network elements to the extent required by applicable FCC and state commission rules and orders, and court decisions, as they may exist from time to time, consistent with the provisions of (A)1.2 and (A)3.26 hereof. Qwest will not separate UNEs that are currently combined. Qwest shall combine UNEs pursuant to ELI's request, if in accordance with 47 C.F.R. 51.315(b) and/or the 9th Circuit Court of Appeals' decisions in MFS v. U S WEST, 193 F.3d 1112 (1999) and MCI v. U S WEST, No. 98-35819 (March 2, 2000). However, if a court of competent jurisdiction, the FCC or a State Commission stays, vacates or modifies the effectiveness of any portion of the list of UNEs or any of the unbundling requirements, then, this Agreement shall be amended to reflect such change. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the change, it shall be resolved in accordance with the dispute resolution provision of this Agreement.
- (E)1.3 Non discriminatory access to unbundled network elements.
- (E)1.3.1 Except as otherwise provided in this contract, the quality of an unbundled network element, as well as the quality of the access to the unbundled network element, that Qwest provides to ELI shall be the same as provided for all telecommunications carriers requesting access to that network element.
- (E)1.3.2 Except as provided in this contract, to the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that Qwest provides to ELI shall be at least equal in quality to that which Qwest provides to itself. If Qwest fails to meet this requirement, Qwest must prove to the state commission that it is not technically feasible to provide the requested unbundled network element, or to provide access to the requested unbundled network element, at a level of quality that is equal to that which Qwest provides to itself.

- (E)1.3.3 Intentionally left blank for numbering consistency.
 - (E)1.3.4 Previous successful access to an unbundled element at a particular point in a network, using particular facilities, is substantial evidence that access is technically feasible at that point, or at substantially similar points, in networks employing substantially similar facilities. Adherence to the same interface or protocol standards shall constitute evidence of the substantial similarity of network facilities.
 - (E)1.3.5 Previous successful provision of access to an unbundled element at a particular point in a network at a particular level of quality is substantial evidence that access is technically feasible at that point, or at substantially similar points, at that level of quality.
 - (E)1.3.6 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. Where technically feasible, Qwest will provide ELI access and unbundled network elements in substantially the same time and manner which it provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest shall provide ELI access in a manner sufficient to allow an efficient competitor a meaningful opportunity to compete.
- (E)1.4. Nondiscriminatory terms and conditions for the provision of unbundled network elements.
- (E)1.4.1 Except as otherwise provided in this contract, the terms and conditions pursuant to which Qwest provides to ELI access to unbundled network elements shall be equal to the terms and conditions provided to all requesting telecommunications carriers.
 - (E)1.4.2 Except as otherwise provided in this contract, the terms and conditions pursuant to which Qwest offers to provide access to unbundled network elements, including but not limited to, the time within which the Qwest provisions such access to unbundled network elements, shall, at a minimum, be no less favorable to ELI than the terms and conditions under which the Qwest provides such elements to itself.
 - (E)1.4.3 Qwest will provide to ELI when purchasing access to unbundled network elements with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of Qwest's operations support systems.
- (E)1.5 Except as otherwise provided herein, Qwest will not restrict the types of Telecommunications Services ELI may offer through unbundled elements, nor will it restrict ELI from combining elements with any technically compatible

- (H)1.2 Revenue Protection - Qwest shall make available to ELI all present and future fraud prevention or revenue protection features. These features include, but are not limited to screening codes and 900 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.
- (H)1.3. Law Enforcement Interface - Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.
- (H)1.4 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of ELI, for any lines served from Qwest Wire Centers or cross boxes.
- (H)1.5 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an unbundled switch or Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. ELI will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where ELI must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. ELI will provide Qwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

(H)2. Access To Operational Support Systems (OSS)

Qwest has developed OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways act as a mediation or control point between ELI's and Qwest's Operations Systems. These gateways provide security for the interface, protecting the integrity of the Qwest network and its databases. Qwest's operational systems interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. Included below is a description of the products and functions supported by Qwest OSS interfaces and the technology used by each.

(H)2.1 OSS Support for Pre-Ordering, Ordering and Provisioning

accepts a batch file that is transmitted via an NDM connection to Qwest from ELI. It is ELI's responsibility to obtain the appropriate software to interface with Qwest's EXACT system.

(H)2.1.2.2 The Products that can be ordered electronically via EXACT using the ASR process are listed in the Interconnect & Resale Resource Guide.

(H)2.1.2.3 Functions

(H)2.1.2.3.1 Submit ASR

This transaction allows ELI to submit the ASR.

(H)2.1.2.3.2 Firm Order Confirmation

Once an ASR is accepted by Qwest, the assigned service order number(s) is returned to ELI. Firm Order Confirmation means that Qwest has received the ASR, issued the order and assigned an order number for tracking. In addition, it confirms the dates Qwest will meet.

(H)2.1.3 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from ELI to Qwest. This interface is compliant with OBF LSOG and ANSI ASC X.12 standards, version 4010. This interface enables ELI listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to ELI via an EDI 855 transaction.

(H)2.1.4 Qwest will continue to make improvements to the electronic interfaces as the technology evolves, providing notification to ELI consistent with the provisions of this Section.

(H)2.2 Maintenance and Repair

(H)2.2.1 Repair functions allow ELI to report trouble with services provided by Qwest under this agreement.

(H)2.2.2 ELI shall use the Electronic Connections Platforms for reporting trouble. The Electronic Connections Platforms are comprised of either the MEDIACC Electronic Bonding (EB) interface or the IMA GUI interface.

- (H)2.2.3 The MEDIACC Electronic Bonding (EB) interface uses CMIP protocol over X.25 packet switching network using ANS T1M1.5 227/228 standards.
- (H)2.2.4 The IMA GUI also provides a single interface for trouble reporting from ELI to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface using ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard. The IMA GUI Interface currently supports trouble reporting for POTS and design services.
- (H)2.2.5 Functions
 - (H)2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes have been summarized and will be made available to ELI in the following functional set: open a trouble report, modify a trouble report, notification of status change, view trouble report status, cancel a trouble report, receive a trouble report history, resubmit/delete an erred trouble report and close a trouble report.
 - (H)2.2.5.1.1 Open Trouble Report - Gives ELI the capability to open a TR with Qwest. Once a TR has been successfully opened, Qwest sends an electronic transaction to ELI identifying information about the TR (e.g., Commitment Date and Tracking Number).
 - (H)2.2.5.1.2 Modify Trouble Report - Allows ELI to modify the trouble severity (for example; change from "service affecting" to "out of service") and trouble narrative on a TR until it has been cleared. This transaction is currently only supported for POTS.
 - (H)2.2.5.1.3 Status Change Notification - Provides notification to ELI that the status of a previously opened TR has changed. If ELI is using EB, ELI will receive this notification via an electronic transaction. If ELI is using the IMA GUI Interface, ELI will receive this notification via email and/or fax.

(H)3.6 Each Party shall be responsible for notifying its end users of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or new NXX codes.

(H)3.7 Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for arranging LERG input for NXX codes assigned to its switches. Each Party shall use the LERG published by Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner. Each company shall on an ongoing basis verify that its routing information has been updated to the most current information placed into the LERG by either party.

(H)4. Intentionally left blank for numbering consistency.

(H)5. U S WEST Dex

Qwest and ELI agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, directory distribution, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between ELI and directory publishers, including U S WEST Dex. Qwest acknowledges that ELI may request Qwest to facilitate discussions between ELI and U S WEST Dex.

(H)6. Notice Of Changes

Notice should be written and provide pertinent descriptive information of such changes, within the limitations of confidentiality and disclosure, such that the other Party can evaluate potential effects. Also included with the written notice should be contact names and phone numbers for subsequent discussions.

This is good faith effort on the part of the Parties and will evolve over time as required for effective Interconnection and end user service delivery.

(H)7. Referral Announcement

When an end user changes from Qwest to ELI, or from ELI to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this service consistent with its Tariff and with the Industry Numbering Committee (INC) guideline. This announcement will provide details on the new number that must be dialed to reach this end user.

(H)8. Maintenance and Repair

(H)8.1 Service Levels

- (H)8.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which Qwest provides for itself and other telecommunications carriers.
- (H)8.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow ELI to provide similar service quality to that provided by Qwest to its end users and other telecommunications carriers.
- (H)8.1.3 Qwest will perform repair service that is equal in timeliness and quality to that which it provides to its own end users and other telecommunications carriers.

(H)8.2 Branding

- (H)8.2.1 Should Qwest need to use various forms for communication with ELI end users (while out on premise dispatches on behalf of ELI, for example), Qwest will use unbranded forms.
- (H)8.2.2 If required by ELI, Qwest will use branded forms at ELI's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

(H)8.3 Service interruptions

- (H)8.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party; its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to their plant; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".
- (H)8.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

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

QWEST CORPORATION

FOR

ESCHELON TELECOM OF WASHINGTON, INC.

IN THE STATE OF WASHINGTON

SECTION 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

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

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

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

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

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

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

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

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

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

Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or Personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

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

5.24 Intentionally Left Blank.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery of this Agreement without the prior written approval of the other Party. Nothing in this Section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, State, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Sections 2.2 and 5.30. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process or Special Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

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

9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:²⁶

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

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

9.1.1.2 Use of Unbundled Network Elements

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

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

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

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

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

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

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

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

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

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. **Access to**²⁹ Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders) **and will be provided at TELRIC rates.**³⁰ Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

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

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

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

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

9.21.6.6 Qwest, CLEC and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of Record" is defined for purposes of this section as the CLEC providing the voice service. Qwest will bill the Customer of Record for Line Splitting. The Customer of Record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

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

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

9.22 Intentionally Left Blank

9.23 Combinations

9.23.1 UNE Combinations General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to Combinations of Unbundled Network Elements, including but not limited to Enhanced Extended Link (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this Section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require CLEC to access any UNE Combinations in conjunction with any other service or

SECTION 12.0 – ACCESS TO OPERATIONAL SUPPORT SYSTEM (OSS)

12.1 General Terms

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. (Qwest and CLEC responsibilities for on-going support of OSS are set forth in Section 12.1.1.1 below.) These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. This Section describes Qwest's OSS interfaces, as well as manual processes, that Qwest shall provide to CLEC to support Pre-ordering, Ordering, Provisioning, Maintenance and Repair and Billing. (For additional Billing information, see Section 21.)

12.1.1.1 Qwest will continue to make improvements to the electronic OSS interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require. Qwest shall adhere to the provisions of the Change Management Process (CMP) set forth in Section 12.1.6 and Exhibit G.

12.1.2 Nondiscrimination

12.1.2.1 Through its electronic gateways and manual processes, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as Pre-ordering, Ordering and Provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its End User Customers, its Affiliates or any other party. For those functions with no retail analogue, such as Pre-ordering and Ordering and Provisioning of Unbundled Elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20, Exhibit B and Exhibit K. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.1.2.2 All Qwest employees who perform services pursuant to this Agreement or who have any interaction with CLEC and CLEC End User Customers will be trained in non-discriminatory behavior. When discriminatory behavior is identified, Qwest shall take appropriate disciplinary action. Nothing in this Section shall limit or alter CLEC's ability to seek additional relief for discriminatory behavior. See also Section 12.1.5 below (Responsibilities Relating to End User Customers).

12.1.3 Documentation, Questions, Escalations, and Disputes

12.1.3.1 Qwest shall use its best efforts to provide complete and accurate documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions and Qwest's manual processes. As described in this Section 12.1.3, this assistance will include documentation, training, a Qwest account team for CLEC, and help desk support.

12.1.3.2 Documented Processes and Information

trouble reports, repair, post-sale servicing, Billing, collection and inquiry. CLEC shall inform its End User Customers that they are End User Customers of CLEC for resold services. CLEC's End User Customers contacting Qwest in error will be instructed to contact CLEC; and Qwest's End User Customers contacting CLEC in error will be instructed to contact Qwest. In the event CLEC's End User Customers contact Qwest in error, Qwest will either (1) provide the caller with a number the caller can dial to obtain sales information, or (2) ask the caller whether he or she would like to hear sales information. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, except as provided in Section 12.1.5.5, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from asking CLEC's or Qwest's End User Customers 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 User Customers who would like to do so.

12.1.5.5 Notwithstanding any other provision of this Agreement, when a CLEC End User Customer experiences an outage or other service affecting condition or Billing problem due to a known Qwest error or action, Qwest shall not use the situation (including any misdirected call) as a winback opportunity or otherwise to initiate discussion of its products and services with CLEC's End User Customer.

12.1.6 Change Management

12.1.6.1 Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or

Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.1.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.1.3 Qwest will maintain the most current version of the CMP Document on its wholesale web site. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous.

12.1.6.1.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC.

12.2 Pre-Ordering, Ordering, and Provisioning

12.2.1 Qwest will provide access to Pre-Ordering, Ordering and post-ordering functions, including order status. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes Qwest to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, Qwest's published business rules.

12.2.1.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day's activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for Resale and Unbundled Loop.

12.3.7.1.2.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided in the report, Qwest will obtain the information internally.

12.4 Maintenance and Repair

12.4.0 Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service. Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.4.0.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.4.0.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.4.0.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions. In cases where a trouble condition affects a significant

**INTERCONNECTION
AGREEMENT**

BETWEEN

U S WEST COMMUNICATIONS, INC.

AND

OGC TELECOMM LIMITED, DBA INTEGRA TELECOM

FOR

WASHINGTON

INTERCONNECTION AGREEMENT

This Interconnection Agreement, made as of the 16TH day of September, 1998, is between OGC Telecomm Ltd., d.b.a Integra Telecom , an Oregon Limited Partnership ("Integra") and U S WEST Communications, Inc. ("USWC"), a Colorado corporation.

1. RECITALS

- 1.1 Pursuant to this Interconnection Agreement ("Agreement"), OGC Telecomm Ltd. ("Integra"), a Competitive Local Exchange Carrier and USWC (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the state of Washington. This Agreement includes terms, conditions, and prices for network interconnection, access to unbundled network elements, ancillary network services, and retail services available for resale. It will be submitted to the Washington Utilities and Transportation Commission. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.
- 1.2 The Parties have agreed to certain provisions in this Agreement, based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). To the extent that certain of the Existing Rules are changed and modified, and it reasonably appears that the Parties would have negotiated and agreed to different term(s), condition(s), or covenant(s) than as contained herein had such change or modification been in existence before execution hereof, then this Agreement shall be amended to reflect such different term(s), condition(s), or covenant(s). Where the Parties fail to agree upon such an amendment, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

2. SCOPE OF AGREEMENT

- 2.1 This Agreement sets forth the terms, conditions and prices under which USWC agrees to provide (a) services for resale (hereinafter referred to as "Local Services") (b) certain unbundled network elements, ancillary functions and additional features to Integra (hereinafter collectively referred to as "Network Elements"). The Agreement also sets forth the terms, conditions and prices under which the Parties agree to provide interconnection and reciprocal compensation for the exchange of local traffic between USWC and Integra for purposes of offering telecommunications services. Unless otherwise provided in this Agreement, the Parties will perform all of their obligations hereunder throughout, to the extent provided in the Appendices attached hereto. The Agreement includes all accompanying Appendices.

- 2.2 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

3. DEFINITIONS

- 3.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between Integra and USWC for Local Interconnection Service.
- 3.2 "Access Services" refers to the tariffed interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic (see each Party's appropriate state and interstate access tariffs).
- 3.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et.seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a Commission within its state of jurisdiction.
- 3.4 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.
- 3.5 "Basic Exchange Switched Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.
- 3.6 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this statement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

- 3.42 "Telecommunications Carrier" means any provider of telecommunications services, except that such term does not include aggregators of telecommunications services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing telecommunications services, except that the Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.
- 3.43 "Traffic Type" is the characterization of intraLATA traffic as "local" (local includes EAS), or "toll" which shall be the same as the characterization established by the appropriate state commission for the incumbent LEC.
- 3.44 "Wire Center" denotes a building or space within a building, that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. However, for purposes of Collocation Service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.
- 3.45 Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined there.

4. RATES AND CHARGES GENERALLY

- 4.1 Prices for termination and transport of traffic, Interconnection, access to unbundled Network Elements, and ancillary services are set forth in Appendix A.
- 4.2 USWC's wholesale discounts for resale services are set forth in Appendix A.
- 4.3 The underlying provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

5. RECIPROCAL TRAFFIC EXCHANGE

5.1 Scope

Reciprocal traffic exchange addresses the exchange of traffic between Integra end users and USWC end users. If such traffic is local, the provisions of this Agreement shall apply. Where either Party acts as an IntraLATA Toll provider or interLATA Interexchange Carrier (IXC) or where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third

- 7.7.5 Completion of Common Collocation Space. The Common Collocation Space shall be made available where the SPOT frame, space and power are available within 45 days. Where the SPOT frame, space or power are not available, the Common Collocation space will be made available within 90 days.
- 7.7.6 Completion of Collocated Equipment Installation (Virtual Collocation only) -- USWC shall complete the installation of Integra's collocated equipment within 90 days of USWC's receipt of Integra's collocated equipment. The installation of line cards and other minor modifications shall be performed by USWC on intervals equivalent to those that USWC applies to itself, but in no instance shall any such interval exceed 90 days.

8. UNBUNDLED ACCESS/ELEMENTS

8.1 General Terms

- 8.1.1 USWC agrees to provide the following unbundled Network Elements which are addressed in more detail in later sections of this Agreement: 1) local Loop, 2) local and tandem switches (including all vertical switching features provided by such switches), 3) interoffice transmission facilities, 4) network interface devices, 5) signaling and call-related database facilities, 6) operations support systems functions, and 7) operator and directory assistance functions.
- 8.1.2 This Agreement provides for the provision of unbundled Network Elements to Integra which Integra may connect or combine for the purpose of offering finished retail services. USWC will not combine USWC's unbundled Network Elements to provide a finished service to Integra unless and until the Supreme Court rejects and overrules the Eighth Circuit Court of Appeals' opinion relative to combinations. In the event that in the future the Commission orders USWC to combine unbundled Network Elements, USWC will appeal the decision to the Federal Courts and USWC shall provide combinations to Integra unless such Commission order is stayed or otherwise invalidated by the Courts. If USWC wins the appeal, USWC will have no obligation to recombine unbundled Network Elements. USWC agrees, however, to offer finished retail services to Integra for resale pursuant to the Resale section of this Agreement.
- 8.1.3 USWC will not restrict the types of telecommunications services Integra may offer through unbundled elements, nor will it restrict Integra from combining elements with any technically compatible equipment Integra owns. USWC will provide Integra with the same features, functions and capabilities of a particular element that USWC provides to itself, so that

9.9 Access to Poles, Ducts, Conduits, and Rights of Way

Each Party shall provide the other Party access to its poles, ducts, rights-of-way and conduits it controls on terms, conditions and prices comparable to those offered to any other entity pursuant to each Party's applicable tariffs and/or standard agreements.

9.10 Miscellaneous Ancillary Services.

Miscellaneous ancillary services will be addressed in separate agreements between the Parties. These include, but are not limited to 800 and CMDS.

10. ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

USWC is developing a proposal for access to its Operational Support Systems (OSS) to meet the requirements of the FCC's 1st and 2nd Orders and to provide Integra with electronic interfaces for pre-ordering, ordering, demand repairs and billing functions for Plain Old Telephone Services (POTS). These interfaces will also have the necessary mediation to protect the integrity of the network as well as allay any privacy concerns for end user information. The components described in this section are conceptual in nature and will be subject to change as the implementation process proceeds. There will be charges associated with the introduction of the interface and ongoing access to OSS operations which will include an initial access fee and an ongoing charge as described more fully below.

10.1 Operational Systems Interfaces - Interface Implementation Timetable

USWC's initial operational systems interfaces have been deployed and will support Pre-ordering, Ordering, Provisioning and Repair capabilities for POTS (non-design) services and Billing capabilities for most USWC product offerings. Subsequent phases of the plan incorporate the capabilities to support designed services for Pre-ordering, Ordering, Provisioning, and Maintenance and Repair. The specific features and functions are not discussed in this Agreement.

10.2 OSS Interface Design

10.2.1 USWC will develop OSS interfaces using an electronic gateway solution consistent with the design prescribed by the FCC, Docket 96-98, FCC 96-325, paragraph 527. These gateways will act as a mediation or control point between Integra's and USWC's Operations Systems. Additionally, these gateways will provide security for the interface, protecting the integrity of the USWC network and its databases.

10.2.2 USWC proposes the use of the existing Electronic Data Interchange ("EDI") standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the American National Standards Institute/Accredited Standards Committee (ANSI/ASC) X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

10.2.3 For the exchange of daily usage data, including third party billed, collect, and card calls, USWC will use the Bellcore EMR format for the records, using the Network Data Mover ("NDM"), otherwise also known as the Connect:Direct method to transmit the information to carriers.

10.3 Accessible OSS Functions

10.3.1 Pre-ordering

"Pre-Ordering" refers to the set of activities whereby a service representative dialogs with Integra in order to obtain service availability. In today's environment, the pre-order process is performed in conjunction with placing an order. Packaged as a separate activity, pre-order consists of the following functions: verify an address, check service availability, and return end user service information. USWC will provide on-line capabilities to perform these functions. These functions are described as follows.

10.3.1.1 Address Verification

This transaction will verify the end user's address.

If the address does not match USWC records, the AVR transaction will return "partial match" addresses and/or help as appropriate to assist Integra to properly identify the end user's address for verification.

Once the address is verified, the AVR transaction will return the valid address and the current status (working, non-working, or pending out) and the date the status was posted for each line at the address.

If USWC does not have a record of the address, Integra will have to contact USWC to input the record before the order can be submitted.

Authorization), class of service, telephone number and additional information needed to successfully provision the requested service to the end user.

Once a work order is accepted by USWC, the assigned service order number will be returned to Integra. This may not happen in real time. Integra can then use the service order number to status the work order. Firm Order Confirmation means that USWC has received the order and assigned an order number for tracking. It does not mean that edits have been applied, so errors may still exist on the order.

10.3.2.9 Status Query/Response

This transaction will allow Integra to obtain the status of a work order. USWC will return the current status, remarks and due date for specified work order.

Note: This status request is issued by Integra on demand. Real Time Order Completion and Jeopardy Notification is not proactively issued by USWC.

10.3.2.10 Order Completion Report

Provides Integra with a daily (Monday - Saturday) report, electronically, that identifies all work orders that were completed by USWC on that date. This report is called the Co-Provider Completion Report.

10.3.3. Repair

Repair functions allow Integra to report trouble with communications circuits and services provided by USWC. The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more Operations Systems. A TR contains information about the end user, the trouble, the status of the work on the trouble and the results of the investigation and resolution efforts. These business processes have been summarized and will be made available to Integra in the following functional set: open a trouble report, cancel a trouble report, send notification of status change and close a trouble report.

- 10.5.2 The ongoing charge will be billed at a rate to be specified by the Commission at the completion of and approval of the Commission cost docket. Integra can order some, all, or none of the components that comprise USWC OSS access systems.

11. RESALE

11.1 Description

- 11.1.1 USWC tariffed services, as specified in Appendix A, shall be available for resale at the discount percentages shown.
- 11.1.2 The ongoing charge will be billed at a rate to be specified by the Commission at the completion of an appropriate cost study hearing.
- 11.1.3 The Parties agree that, at this time, certain USWC services are not available for resale under this Agreement and certain other USWC services are available for resale but at no discount, as identified in Appendix A or in individual state tariffs. The availability of services and applicable discounts identified in Appendix A or in individual tariffs are subject to change pursuant to the Rates and Charges sub-section of this Resale section.

11.2 Scope

- 11.2.1 Basic Exchange Telecommunications Service, Basic Exchange Switched Features and IntraLATA Toll may be resold only for their intended or disclosed use and only to the same class of end user to which USWC sells such services e.g., residence service may not be resold to business end users.
- 11.2.2 USWC shall provide to Integra services for resale that are equal in quality, subject to the same conditions (including the conditions in USWC's effective tariffs), within provisioning time intervals that are substantially equal to the intervals USWC provides these services to others, including its end users, and in accordance with any applicable state Commission service quality standards, including standards a state Commission may impose pursuant to Section 252 (e)(3) of the Act.

11.3 Ordering and Maintenance

- 11.3.1 Integra, or Integra'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,

23.3 LIS and Interoffice Transport

To the extent that USWC constructs facilities for LIS services and/or interoffice transport, Integra will provide USWC with a forecast of interoffice trunks and switch ports. USWC will perform a validated traffic engineering estimate based on the forecasted demand and will then negotiate an agreed upon quantity of interoffice trunks and switch ports with Integra before constructing facilities. If Integra's forecasted quantity exceeds USWC's validated traffic engineering estimate, and if USWC finds it necessary to construct added facilities, then construction charges will apply to the exceeded quantity. USWC will track utilization of trunks, and when minimum trunk utilization requirements are not met, a recurring charge will apply for all unused trunks below the minimum utilization level.

23.4 Unbundled Network Elements

USWC will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of unbundled Network Elements. If USWC constructs to fulfill Integra's request for unbundled Network Elements, USWC will bid this construction on a case-by-case basis. USWC will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge.

23.5 All necessary construction will be undertaken at the discretion of USWC, consistent with budgetary responsibilities, consideration for the impact on the general body of end users, and without discrimination among the various carriers.

23.6 A quote for Integra's portion of a specific job will be provided to Integra. The quote will be in writing and will be binding for ninety (90) days after the issue date. When accepted, Integra will be billed the quoted price and construction will commence after receipt of payment. If Integra chooses not to have USWC construct the facilities, USWC reserves the right to bill Integra for the expense incurred for producing the engineered job design.

23.7 In the event a construction charge is applicable, Integra's service application date will become the date upon which USWC receives the required payment.

24. SERVICE PERFORMANCE RESULTS

24.1 USWC agrees to provide to Integra the same level of service that USWC provides to itself and/or its affiliates as determined by measuring and comparing a statistically significant number of activities listed below.

24.1.1 For those services procured by Integra and unless otherwise noted below, USWC shall measure and share with Integra its

26.31 Compliance

Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

26.32 Compliance with the Communications Law Enforcement Act of 1994 ("CALEA")

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

26.33 Cooperation

The Parties agree that this Agreement involves the provision of USWC services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis.

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

**FOR United Communications, Inc. dba UNICOM
05-16-2001**

SECTION 1.0 - GENERAL TERMS/NEGOTIATED AGREEMENT

1.1 Intentionally Left Blank

1.2 This Agreement is effective upon the approval of the Commission, and is between United Communications, Inc. dba UNICOM ("Competitive Local Exchange Carrier" or "CLEC") a Oregon corporation and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to unbundled network elements, Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local exchange service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Washington for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

1.2 Intentionally Left Blank

1.5 Qwest and CLEC mutually agree as follows:

SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including Qwest or other third party offerings, guides or practices), statute, regulation, rule or Tariff applies to such agreement, instrument, statute, regulation, rule or Tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).

2.2 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 Qwest 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. Qwest 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 Qwest concerning the interpretation or effect of the Existing Rules or an admission by Qwest that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or stop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, 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, shall be considered part of the rates, terms and conditions of each Interconnection, service and network element arrangement contained in this Agreement, and this Section, shall be considered legitimately related to the purchase of each Interconnection, service and network element arrangement contained in this Agreement.

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

5.23 No Third Party Beneficiaries

5.23.1 Unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

5.24 Referenced Documents

5.24.1 All references to Sections shall be deemed to be references to Sections of this Agreement unless the context shall otherwise require. Whenever any provision of this Agreement refers to a technical reference, technical publication, Qwest practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, Qwest practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.25 Publicity

5.25.1 Notwithstanding anything to the contrary, CLEC may not make any disclosure to any other person or any public announcement or press release regarding this Agreement or any relation between CLEC and Qwest, without the prior written consent of the Qwest Senior Vice-President of Corporate Communications. Qwest shall have the right to terminate this Agreement and any other agreements between the Parties if CLEC violates this provision.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

SECTION 6.0 – RESALE

6.1 Description

6.1.1 Qwest shall offer for resale at wholesale rates any Telecommunications Service that it provides at retail to subscribers who are not Telecommunications Carriers, subject to the terms and conditions of this Section. All Qwest retail Telecommunications Services are available for resale from Qwest pursuant to the Act and will include terms and conditions (except prices) in Qwest's applicable product Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services offerings. To the extent, however, that a conflict arises between the terms and conditions of the Tariff, Catalog, Price List, or other retail Telecommunications Services offering and this Agreement, this Agreement shall be controlling.

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

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

6.2 Terms and Conditions

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

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

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

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

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

6.2.2.4 Universal Emergency Number Service is not available for resale. Universal Emergency Number Service ("E911/911" service) is provided with each local

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to unbundled network elements ("UNEs"), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2 of this Agreement and the Interpretation and Construction Section of this Agreement. CLEC and Qwest agree that the UNEs identified in the Unbundled Network Elements Section of this Agreement 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.

9.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an unbundled network element Qwest provides, as well as the access provided to that element, will be equal between all CLECs requesting access to that element; 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 the Ancillary Services Section of this Agreement 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 except to the extent that such elements meet the significant amount of Local Exchange Traffic requirement set forth in this Section.

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 delivered to CLEC. The ITP provides the connection between the unbundled network element and the ICDF or other demarcation point. The ITP is ordered in conjunction with a UNE. The charge for the ITP is 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:

9.1.4.1 at CLEC-provided cross-connection equipment located in CLEC's Virtual or Physical Collocation Space; or

9.1.4.2 if CLEC elects to use ICDF Collocation, at the Interconnection Distribution Frame (ICDF); or

9.1.4.3 if CLEC elects to use an ICDF in association with Virtual or Physical Collocation, at the ICDF; or

9.1.4.4 if CLEC elects to use a direct connection from its Collocation space to the

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This Section describes the interfaces that Qwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by Qwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, providing notification to CLEC consistent with the provisions of this Section.

12.1.2 Through its electronic gateways, Qwest shall provide CLEC non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing for resale and unbundled network elements. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, Qwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, Qwest shall provide CLEC access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 CLEC shall use electronic interfaces for orders placed using the LSR Ordering Process for the services it supports. The electronic interface gateways include both the Interconnect Mediated Access (IMA) Electronic Data Interchange (EDI) interface and the Interconnect Mediated Access (IMA) Graphical User Interface (GUI).

12.2.1.2 The IMA EDI interface provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is transaction based, rather than batch based. The interface standards for IMA EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards are specified in the IMA GUI and IMA EDI disclosure documents. IMA GUI and IMA EDI disclosure documents are provided in conjunction with the implementation responsibilities contained in this Section.

12.2.1.3 The IMA GUI also provides a single interface for Pre-Order and Order transactions from CLEC to Qwest and is browser based. The IMA GUI interface is based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions

12.2.1.4.1 Pre-ordering refers to the set of activities performed in conjunction with placing an order. Pre-order is packaged as a separate activity. Pre-order functions are described in the IMA User's Guide located at http://www.qwest.com/carrier/training/imauser_42.html.

12.2.1.4.2 Ordering and Provisioning

Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide located at which can be found at http://www.qwest.com/carrier/training/imauser_42html.

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12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to Qwest from CLEC. It is CLEC's responsibility to obtain the appropriate software to interface with Qwest's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS).

12.2.1.7 Facility Based EDI Listing Process

The Facility Based EDI Listing Process is a single interface from CLEC to Qwest. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables CLEC listing data to be translated and passed into the Qwest listing database. After Qwest's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to CLEC via an EDI 855 transaction.

12.2.2 Maintenance and Repair

12.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to CLEC. They facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution.

12.2.2.2 CLEC shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

12.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

12.2.2.4 The IMA GUI also provides a single interface for trouble reporting from CLEC to Qwest and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.

12.2.2.5 Functions

12.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at <http://www.qwest.com/carrier/training/imarepguide.html>.

12.2.3 Hours of Operation

12.2.3.1 Qwest's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at <http://www.qwest.com/carrier/training/imauser 42.html>.

12.2.3.2 Qwest shall notify CLECs regarding system downtime through mass facsimile distribution and pop-up windows in the IMA GUI. All referenced times are Mountain Time.

12.2.3.3 The preceding times represent the period of when Qwest commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist CLEC. Qwest's OSS interfaces are typically available 23 hours a day. CLEC may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. Qwest shall provide CLEC current repair contact numbers.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of telecommunications billing.

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK
ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS
SERVICES PROVIDED BY
U S WEST COMMUNICATIONS, INC.
IN THE STATE OF WASHINGTON**

March 22, 2000

Section 1.0 - GENERAL TERMS

1.1 This Statement of Generally Available Terms and Conditions ("SGAT") for Interconnection, unbundled network elements, Ancillary Services, and Resale of Telecommunications Services is filed by U S WEST Communications, Inc. ("U S WEST"), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling U S WEST's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 If this document is being used as the basis for negotiations of an Interconnection Agreement, it is between _____, McLeod USA, ("Competitive Local Exchange Carrier" or "CLEC") an _____Iowa corporation, and U S WEST Communications ("U S WEST"), a Colorado corporation, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling U S WEST's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.3 This Agreement sets forth the terms, conditions and pricing under which U S WEST will offer and provide to any requesting CLEC network Interconnection, access to unbundled network elements, Ancillary services, and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local exchange service at that time, and for which U S WEST is the incumbent Local Exchange Carrier within the state of Washington for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individual interconnection agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to U S WEST, pursuant to the notification provision of this SGAT contained in Section 5.21. Upon adoption of the SGAT by CLEC, the SGAT becomes an interconnection agreement between U S WEST and CLEC.

1.5 This SGAT, once it is approved or permitted to go into effect by the Commission, offers CLECs an alternative to negotiating an individual interconnection agreement with U S WEST or adopting an existing approved interconnection agreement between U S WEST and another CLEC pursuant to Section 252(i) of the Act. In this respect, neither the submission nor approval of this SGAT nor any provision herein shall affect U S WEST's willingness to negotiate an individual agreement with any requesting carrier pursuant to Section 252 of the Telecommunications Act of 1996.

1.6 U S WEST may modify this SGAT prior to the date it is approved or permitted to go into effect. If U S WEST files a modification, the section modified shall be considered withdrawn, and the section as modified will be approved or permitted to go into effect pursuant to the Schedule for Review set forth in 252(f) of the Act. For the purposes of the Schedule for Review set forth in section 252(f) of the Act, the sixty-day timeframe for this SGAT to take effect shall commence from the filing of this SGAT and shall not be affected by the filing of any modification.

1.7 Following the date this SGAT is approved or allowed to take effect, U S WEST may file amendments to this SGAT, which shall be approved or permitted to take effect pursuant to the Schedule for Review set forth in Section 252(f) of the Act. At the time any amendment is

the Schedule for Review set forth in Section 252(f) of the Act. At the time any amendment is filed, the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect.

1.8 If this document is being used as the basis for negotiations of an Interconnection Agreement, U S WEST and CLEC mutually agree as follows:

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings used in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including U S WEST or other third party offerings, guides or practices), statute, regulation, rule or tariff applies to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 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 2.2 shall be considered part of the rates, terms and conditions of each interconnection service and network element arrangement contained in this Agreement, and this Section 2.2 shall be considered legitimately related to the purchase of each interconnection service and network element arrangement contained in this Agreement.

publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, U S WEST practice, or publication of industry standards. The existing configuration of either Party's network may not be in immediate compliance with the latest release of applicable referenced documents.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, U S WEST and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("CALEA"). Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of U S WEST services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

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.

9.1.2 U S WEST 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 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.

9.1.3 CLEC shall not use unbundled network elements or ancillary services as substitutes for special or switched access services, except to the extent CLEC provides such services to its end users in association with local exchange services.

9.1.4 U S WEST 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, 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 demarcation point. The ITP is ordered in conjunction with a UNE. There is a recurring and nonrecurring charge for the ITP as contained in Exhibit A. The ITP may be ordered per termination. The demarcation point shall be:

12.2.2 Maintenance and Repair

12.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to CLEC. They facilitate the exchange of updated information and progress reports between U S WEST and CLEC while the Trouble Report (TR) is open and a U S WEST technician is working on the resolution.

12.2.2.2 CLEC shall use the electronic interface gateways for reporting trouble. The electronic interface gateways are comprised of either the Mediated Access System Electronic Bonding (MEDIACC EB) interface or the IMA GUI interface.

12.2.2.3 The MEDIACC EB interface uses CMIP protocol over X25 packet switching network using ANS T1M1.5 227/228 standards.

12.2.2.4 The IMA GUI also provides a single interface for trouble reporting from CLEC to U S WEST and is browser based. The IMA GUI interface uses a Berkley Socket interface based upon ANSI T1M1.5 227/228 standards. The IMA GUI uses JAVA as the standard.

12.2.2.5 Functions

12.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at <http://www.uswest.com/carrier/training/imarepguide.html>.

12.2.3 Hours of Operation

12.2.3.1 U S WEST's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.

12.2.3.2 U S WEST shall notify CLECs regarding system downtime through mass facsimile distribution and pop-up windows in the IMA GUI. All referenced times are Mountain Time.

12.2.3.3 The preceding times represent the period of when U S WEST commits that its OSS interfaces and downstream systems will be functioning (except for unforeseen system crashes) and its personnel will be available to assist CLEC. U S WEST's OSS interfaces are typically available 23 hours a day. CLEC may call any maintenance and repair issues to the applicable repair center 24 hours per day, seven days per week. U S WEST shall provide CLEC current repair contact numbers.

12.3.1 Service Levels

12.3.1.1 U S WEST will provide repair and maintenance for all services covered by this Agreement in a manner equal to that which U S WEST provides for itself.

12.3.1.2 During the term of this Agreement, U S WEST will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by U S WEST to its end users.

12.3.1.3 U S WEST will perform repair service that is equal in timeliness and quality to that which it provides to its own end users.

12.3.2 Branding

12.3.2.1 Should U S WEST need to use various forms for communication with CLEC end users (while out on premise dispatches on behalf of CLEC, for example), U S WEST will use unbranded forms.

12.3.2.2 If required by CLEC, U S WEST will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding-related costs.

12.3.3 Service interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring carriers involved in its services; 3) violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem. The Impaired Party shall advise the Impairing Party that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, the Impaired Party may temporarily discontinue use of the affected circuit, facility or equipment.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

INTERCONNECTION AGREEMENT

**TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATION SERVICES
BETWEEN
QWEST CORPORATION
AND
TIME WARNER TELECOM OF WASHINGTON LLC**

FOR THE STATE OF WASHINGTON

7/23/2004/lhd/TWTC-WA

CDS-040622-0008

Qwest Multi-State Negotiations Interconnection Agreement, Version 1.5, dated 7/23/03

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5.24 Reserved for Future Use

5.24.1 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings.

5.26 Executed in Counterparts

5.26.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

5.27 Compliance

5.27.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, Qwest and CLEC agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

5.30.1 Except as otherwise specifically provided in Sections 1.7 and 2.2, either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar

notifies CLEC that the service order has posted to the Billing system.

12.2.1.9.4 When CLEC places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When CLEC places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of CLEC, Qwest shall advise the CLEC End User Customer to notify CLEC immediately if the CLEC End User Customer requests a service change at the time of installation.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic Interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. CLEC may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by CLEC that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to CLECs during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify CLECs in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to CLEC.