

TEMPLATE INTERCONNECTION AGREEMENT
TERMS AND CONDITIONS FOR INTERCONNECTION,
UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES,
AND RESALE OF TELECOMMUNICATIONS SERVICES

BETWEEN

Qwest Corporation

and

[COMPANY]

For the State of [STATE]

[DATE]

Version 3.0

Agreement Number
CDS-xxxxxx-xxxx

Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is between [COMPANY], a [state where incorporated] Corporation with offices at [address] and Qwest Corporation (Qwest), 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 Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, and other relevant provisions of the Act and the rules and regulations promulgated there under.

1.2 Intentionally Left Blank.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will provide to CLEC network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of [STATE], for purposes of providing local Telecommunications Services.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 Once this Agreement is approved, any amendment to the Agreement by the Parties will be accomplished through Section 252 of the Act. This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this Agreement or a Tariff, Qwest will notify CLEC of the availability of these new services through the product notification process through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

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

1.7.1.2 If CLEC wishes to negotiate an amendment with different terms

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

[Negotiations Template: For UTAH, Section 1.7.2 below applies; for 13 STATES, Section 1.7.2 does not exist]

1.7.2 When Qwest offers new products or services to replace existing products or services, the terms and conditions pursuant to which these new products or services are offered must be agreed to by the Parties. Until such agreement is reached, any CLEC with an existing right to purchase the old product may continue to do so under the existing terms governing the purchase of that product.

1.8 The Parties shall comply with Section 252(i) of the Act and 47 C.F.R. §51.809 of the FCC's rules when amending their Interconnection Agreement. However, nothing in this provision precludes CLEC from seeking an amendment to its Interconnection Agreement pursuant to Section 1.7 of this Agreement, including seeking an amendment to include terms and conditions contained within Qwest's current SGAT, subject to Qwest's agreement. CLEC may not amend its Interconnection Agreement to include terms and conditions that may be contained within Qwest's current SGAT that have been affected by a change in applicable law. With respect to the terms and provisions of this Agreement, Qwest has negotiated the Agreement in its entirety, and the inclusion of any particular provision, or rate, term and condition, is not evidence of the reasonableness thereof when considered apart from all other provisions of the Agreement.

EXHIBIT L

ADVICE ADOPTION LETTER

Manager Interconnection
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

CLEC

By: _____

Title: _____

Date: _____

EXHIBIT M

INTERIM ADVICE ADOPTION LETTER

Manager Interconnection
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Qwest acknowledges that CLEC believes that the rates, terms and conditions for the Qwest New Product should be altered and that CLEC enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the SGAT. CLEC enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

CLEC

By: _____

Title: _____

Date: _____