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

Section 251(c)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.1.2 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; 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 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 (such as shared transport). 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, Qwest will build facilities dedicated to an end user customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. CLEC will be responsible for any construction charges for which an end user customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested due date, CLEC will not receive an additional FOC, and the order due date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a network interface device, card existing subscriber Loop carrier systems at the central office and remote terminal, add central office tie pairs, add field cross jumpers) in order to complete facilities to the customer premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add CLEC's request to that engineering job and send CLEC a jeopardy notice. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new due date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLECs request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the end user customer. When the engineering job is completed, CLEC will receive another FOC identifying a new due date when the Loop will be ready for installation. Upon receipt of the second FOC, CLEC can request a different due date by submitting a SUP to change the due date to a later date.

9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send CLEC a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, CLEC may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds $100,000 in total cost, the estimated ready for service date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated ready for service dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Reserved for Future Use

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

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

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

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

(d) if CLEC elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

~~d)~~(e) at another central office demarcation point mutually-agreed to by the ~~parties.~~Parties.

9.1.5 ~~CLEC may connect UNEs~~CLEC may connect network elements in any technically feasible manner. ~~U S WEST~~Qwest will provide CLEC with the same features, functions and capabilities of a particular element ~~that U S WEST~~or combinations of elements that Qwest provides to itself. ~~U S WEST will not restrict the types of telecommunications services the CLEC may offer through unbundled elements, nor will it restrict the CLEC from combining elements with any technically compatible equipment the CLEC owns. U S WEST~~Qwest will provide~~the~~ CLEC with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC), so that CLEC can provide any ~~telecommunications services~~Telecommunications Services that can be offered by means of ~~the element.~~ such element or combination of elements. Qwest will ~~U S WEST shall provide such unbundled network elements~~provide Unbundled Network Elements to CLEC in a manner that allows CLEC to combine such elements~~in order~~ to provide any Telecommunications ~~Service.~~Services. Qwest shall not in any way restrict CLECs use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by CLEC) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 ~~—~~Except as set forth in Section 9.23, ~~U S WEST~~the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by CLEC with other elements provided by Qwest or CLEC):

a) Qwest will perform testing necessary or reasonably requested by CLEC, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

~~In such circumstances,~~b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. CLEC is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by CLEC.

c) Qwest will cooperate with CLEC in any technically feasible testing necessary or reasonably requested by CLEC to assist in determining end-to-end transmission and circuit ~~functionality. CLEC is responsible to test end-to-end on unbundled loops, ancillary and finished services combinations.~~ functionality of such UNE.

~~9.1.7 Installation intervals for unbundled loops are contained in Section 9.2.4.5 through 9.2.4.8. Installation intervals for other UNEs are provided herein or in the~~

~~Interconnect and Resale Resource Guide.~~ 9.1.6.2. When elements are provisioned by Qwest in combination:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.
b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.
c) Qwest will cooperate with CLEC in any technically feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

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

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

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

9.1.11 ~~—~~Exhibit A of this Agreement contains the rates for ~~unbundled network elements.~~Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4.40 (a). Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities CLEC requests Qwest perform, activities CLEC authorizes, or charges that are a result of CLECs actions, such as ~~9.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates~~cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.2 Unbundled Loops

9.2.1 Description

~~U S WEST offers non-discriminatory access to Unbundled Loops. An Unbundled Loop establishes a transmission path between a central office~~The Local Loop network element is defined as a transmission facility between a distribution frame (or ~~equivalent) up to, and including, U S WEST's Network Interface Device (NID) and/or demarcation point. For existing Loops, the inside wire connection to the~~its equivalent) in an incumbent LEC central office and the Loop Demarcation Point at an end user premises. The Local Loop network element includes all features, functions, and capabilities of such transmission facility. ~~NID and/or demarcation point will remain intact. Unbundled Loops are available in three categories: (i) 2-Wire or 4-Wire Analog, (ii) 2-Wire or 4-Wire Non-Loaded and (iii) Digital Capable - either Basic Rate ISDN, DS1, DS3 or ADSL (Asymmetric Digital Subscriber Loop).~~
Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 ~~U S WEST~~Qwest shall provide ~~to CLEC~~CLEC, on a non-discriminatory basis, Unbundled Loops, (unbundled from local switching and transport) of substantially the same quality as the Loop that ~~U S WEST~~Qwest uses to provide service to its own end users. For Unbundled Loops that have a retail analog, Qwest will provide these ~~end-users within a reasonable timeframe~~Unbundled Loops in substantially the same time and manner as Qwest provides to its own end users. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1. Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2. Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's central office equipment or the customer premises equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services ~~within the analog voice frequency range of 300 to 3000 Hz~~. For the two-wire configuration, CLEC must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies. ~~If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the local Loop, to the extent possible, U S WEST will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.~~

~~9.2.2.3 Digital Capable or Qualified Loops-Basic Rate ISDN, DS1 or DS3 capable and ADSL. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by the CLEC, if necessary, as determined by U S WEST.~~

~~9.2.2.4 When CLEC requests a non-loaded Unbundled Loop and there are none available, U S WEST will contact CLEC to determine if CLEC wishes to have U S WEST unload a Loop. If the response is affirmative, U S WEST will dispatch a technician to "condition" the Loop by removing load coils and excess bridge taps (*i.e.,* "unload" the Loop) in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the cable unloading and bridge tap removal non-recurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a U S WEST technician is dispatched and no load coils or bridge taps are removed, the non-recurring charge will not apply. Placement of repeaters either in the field or in the Central Office are not included as part of the conditioning charge. Repeater placement is included under Extension Technology. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements to permit CLEC to order a contiguous Unbundled Loop.~~

~~9.2.2.5 When CLEC requests a Basic Rate ISDN capable Loop, U S WEST will dispatch a technician to provide Extension Technology (as defined in the Interconnect and Resale Resource Guide), that may include the placement of repeaters, in either the Central Office or in the field, or BRITE cards in both the COT and RT in order to make the Loop ISDN Capable. The ISDN Capable Loop may also require conditioning (*e.g.,* removal of loads or bridged tap). CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge as specified in Exhibit A of this Agreement. If U S WEST uses Integrated Digital Loop Carrier (IDLC) systems to provide the Unbundled Loop, to the extent possible, U S WEST will make alternate arrangements, which could include Line and Station Transfers (LST), to permit CLEC to order a contiguous Unbundled Loop.~~

~~9.2.2.6 When CLEC requests a DS1 or DS3 Capable Loop, U S WEST will provide access to the existing electronics at both ends including any intermediate repeaters.~~

~~9.2.2.7 U S WEST is not obligated to provision BRI-ISDN, DS1, or DS3 capable or ADSL capable Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within U S WEST facilities, U S WEST may control the use of certain cables for spectrum management considerations.~~

~~9.2.2.8 When a CLEC requests an ADSL Qualified Loop, U S WEST will pre-qualify the requested circuit by utilizing the existing telephone number or address to~~

~~determine whether it meets ADSL specifications. If a circuit qualifies for ADSL then conditioning is not required. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384.~~

~~9.2.2.9 CLEC has four installation options available when ordering an Unbundled Loop. Depending upon the type of Loop ordered (analog or digital capable), the rates for the installation options will vary. Rates are contained in Exhibit A of this Agreement.~~

~~9.2.2.9.1 Basic Installation Option for Existing Service.~~

~~The Basic Installation option may be ordered for existing (reuse) service only. For an existing U S WEST or other CLEC end user changing to CLEC, the Basic Installation option has no associated circuit testing. U S WEST disconnects the Loop from its current termination and delivers it via the ITP to the point of demarcation. U S WEST will notify CLEC when the work activity is complete. Basic Installation Rates apply for this option and are contained in Exhibit A of this Agreement.~~

~~9.2.2.9.2 Basic Installation with Performance Testing Option for New Service.~~

~~The Basic Installation with Performance Testing option is the minimum level of installation required for new service. For new service that has not previously existed, U S WEST will complete the circuit wiring per the WORD document and/or the service order. U S WEST will perform the required performance tests to ensure the new circuit meets the required parameter limits. The test results are recorded as benchmarks for future testing purposes. The test results are forwarded to CLEC by U S WEST. Basic Installation with Performance Testing rates apply for this option and are contained in Exhibit A of this Agreement.~~

~~9.2.2.9.3 Coordinated Installation with Cooperative Testing Option.~~

~~The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing U S WEST or other CLEC end user changing to CLEC, the Coordinated Installation option includes cooperative testing. CLEC has the option of designating a specific appointment time when the order is placed. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST will disconnect the Loop from its current termination and deliver it to the point of demarcation in coordination with CLEC. U S WEST will complete the required performance tests and perform other testing as requested by CLEC. Testing requested by CLEC that exceeds testing requirements contained in U S WEST's Technical Publication 77384 will be billed to CLEC. Test results will be recorded as benchmarks for future testing and will be forwarded to CLEC. Coordinated Installation with Cooperative Testing rates apply for this option and are contained in Exhibit A of this Agreement. The following are the performance tests generally performed by loop type:~~ 9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop.

If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a central office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to CLEC, remove load coils and bridged taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required, then CLEC shall be charged for such conditioning as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow CLEC to access these high capacity Loops at accessible terminals including DSXs, FDPs or equivalent in the central office, customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. ICB nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section.

9.2.2.3.2 If CLEC orders a 2 wire non loaded or ADSL compatible Unbundled Loop for a customer served by a digital Loop carrier system Qwest will conduct an assignment process which considers the potential for a LST. If no copper facility meeting the technical parameters of the NC/NCI codes as specified by CLEC is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-approved conditioning, Qwest will obtain CLEC's consent prior to undertaking any conditioning efforts. Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils

and excess bridged taps to provide CLEC with a non-loaded Loop. CLEC will be charged the nonrecurring conditioning charge (i.e., cable unloading and bridged taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge.

9.2.2.5 When CLEC requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, central office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by CLEC to meet their specific needs. If Extension Technology is requested by CLEC, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge CLEC. Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. CLEC will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of loads or bridged taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, CLEC will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a central office network interface at a DS1 panel or equivalent in a Qwest serving central office and the network interface at the end user location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest central office network interface and an equivalent network interface at an end user location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to end user customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a nondiscriminatory manner and will provide CLEC the

same Loop qualification information available to Qwest.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via www.ecom.qwest.com. The Wire Center Raw Loop Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, bridged taps length by segment, bridged taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, bridges taps length by segment, bridged taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-EDI. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.9 Provisioning Options. Six (6) provisioning options are available for Unbundled Loop elements. Charges for these provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing end user, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit testing performed.

9.2.2.9.1.2 For new end user service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2 / 4 wire analog Loops, Qwest provides a Quick Loop option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop installation includes only a simple lift and lay procedure. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing end user, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Testor will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new end user service, the Basic Installation with Performance Testing option requires a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure

CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR for a new due date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new due date.

9.2.2.9.3.1 For an existing end user, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the central office and performs testing that CLEC requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any provisioning test CLEC requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new end user service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC will be charged for any provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, CLEC must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the CLEC designated "Appointment Time", the Qwest Implementor/Tester contacts CLEC to ensure CLEC is ready for installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new due date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that

offers CLEC the ability to coordinate the conversion activity. The Qwest Implementor advises CLEC when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the end user premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the central office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. CLEC will not receive test results. When installation is complete, Qwest will notify CLEC.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing end user, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact CLEC, read the Qwest test results, and begin CLEC cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated CLEC office email address. CLEC and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new end user service, Basic Installation with Cooperative Testing may require a dispatch to the end user premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If CLEC still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new due date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

- 2-Wire and 4-Wire Analog Loops

  No~~,~~ Opens, Grounds, Shorts, or Foreign Volts

  ~~DC Continuity~~

  Insertion Loss = 0 to -8.5 dB at 1004 Hz

  Automatic Number Identification (ANI) when dial-tone is present

- 2-Wire and 4-Wire Non-Loaded Loops

  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

  ~~DC Continuity~~

  Insertion Loss = 0 to -8.5 dB at 1004 Hz

  Automatic Number Identification (ANI) when dial-tone is present

~~**Digital Capable Loops**~~

- Basic Rate ISDN and xDSL-I Capable Loops
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

  ~~DC Continuity~~
  Insertion Loss = ≤ 40 dB at 40 kHz

  Automatic Number Identification (ANI) when dial-tone is present

- DS1 Capable Loops
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

  ~~DC Continuity~~

- DS3 Capable Loops
  Continuity Testing

~~**ADSL Qualified**~~ ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

~~DC Continuity~~
Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

~~9.2.2.9.4 Coordinated Installation without Testing for Existing Service.~~

~~Coordinated Installation without Testing may be ordered for 2-wire analog loop start or ground start Unbundled Loops. For an existing U S WEST or other CLEC end user changing to CLEC, this option remains a procedure in which U S WEST disconnects the Loop and delivers it via an ITP to the demarcation point. In addition, this procedure offers CLEC the ability to coordinate the conversion activity, allowing CLEC's end user to pre-plan for minimal service interruption. At CLEC's designated time, U S WEST will contact CLEC with notification that the work activity is beginning. If no appointment time is specified when the order is initiated, CLEC will provide such information to U S WEST at least 48 hours prior to the desired appointment time. At the appointment time, U S WEST disconnects the Loop from its current termination and delivers it via an ITP to the point of demarcation. Once the work has been completed, U S WEST will notify CLEC that the procedure has been completed. Coordinated Installation without Cooperative Testing rates apply for this option and are contained in Exhibit A of this Agreement.~~9.2.2.9.7 Project Coordinated Installation: A project coordinated installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty

five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the project coordinated installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same FDT in the same switch (switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) days from receipt of an accurate LSR. In addition, standard intervals will apply.

9.2.2.9.7.2 CLEC shall request a project coordinated installation by submitting a Local Service Request (LSR) and designating this order as a project coordinated installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional charges for the project coordinated installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for the negotiated FDT. If CLEC's information is modified during the installation, and, as a result, non-scheduled employees are required, CLEC shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the due date, within twenty four (24) hours of the negotiated FDT, CLEC will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new due date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by CLEC one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If CLEC orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, CLEC and Qwest agree to isolate and fix the problem in a timeframe acceptable to CLEC or the customer. If the problem cannot be corrected within an acceptable timeframe to CLEC or the customer, CLEC may request the restoral of Qwest service for the ported customer. Such restoration shall begin immediately upon request. If CLEC is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of CLEC.

9.2.2.9.7.6 If CLEC orders project coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a project coordinated installation shall be implemented in a manner that avoids interrupting service to the end user.

9.2.2.10 Multiplexing ~~of the Unbundled Loop~~. CLEC may order multiplexing for Unbundled Loops under the ~~same multiplexing provisions and pricing as provided for UDIT, as described in Section 9.4~~terms and rates for multiplexing of unbundled dedicated interoffice transport (UDIT), in the UDIT Section of this Agreement.

~~9.2.2.11 Unbundled Loops are provided in accordance with the specifications, interfaces and parameters described in U S WEST's Technical Publication 77384. U S WEST's sole obligation is to provide and maintain Unbundled Loops in accordance with such specifications, interfaces and parameters. U S WEST does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service. Transmission characteristics may vary depending on the distance between CLEC's end user and U S WEST's end office and may vary due to characteristics inherent in the physical network. U S WEST, in~~9.2.2.11 In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to~~the~~ Unbundled Loops, ancillary and ~~finished services~~Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an end user ~~(and/or its respective agent) and CLEC regarding the disconnection or provision of Unbundled Loops, U S WEST will honor the direction of the end user.~~(or its respective agent) and CLEC regarding the disconnection or provisioning of Unbundled Loops, Qwest will advise the end user to contact CLEC, and Qwest will initiate contact with CLEC.

(a) ~~If the end user directs U S WEST to disregard the CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in Section 5.3.2 will also be billed to CLEC.~~

~~(b) If the end user directs U S WEST to disregard the CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with the CLEC's order, the end user's service will be reconnected to the original local service provider.~~

~~9.2.2.13 Facilities and lines furnished by U S WEST on the premises of CLEC's end user up to and including the NID or equivalent are the property of U S WEST. U S WEST must have access to all such facilities for network management purposes. U S WEST's employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines.~~

~~9.2.2.14 Unbundled Loops include the facilities between the U S WEST distribution frame up to and including U S WEST's NID located at CLEC's end user premises.~~

~~9.2.2.15 When requested by U S WEST, a CLEC must submit a disconnect order to U S WEST on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by U S WEST or another CLEC to provide service to that end-user location.~~

9.2.3 Rate Elements

The following Unbundled Loop rate elements are contained in Exhibit A of this Agreement.

9.2.3.1 Analog - 2 and 4 wire voice grade. Unbundled analog Loops are transmission paths capable of carrying analog voice frequency signals from the network interface (NI) on the end user's premises to a U S WEST Central Office Network Interface (CO-NI). Unbundled analog Loops may be provided using a variety of transmission technologies, including but not limited to, metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Such technologies are used singularly or in tandem in providing Loops. Direct Current (DC) continuity is not inherent in this service.

9.2.3.2 Non-Loaded - 2 and 4 wire Non-Loaded Loops. Unbundled Non-Loaded Loops are transmission paths capable of carrying specifically line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Unbundled Non-Loaded Loops use only metallic wire facilities. Based on the pre-order loop make-up, the CLEC can determine if the circuit can meet the technical parameters set forth for the specific service. After the desired Loops are ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Loop meets the technical parameters set forth by the specific digital service. If applicable, charges shall apply for unloading cable pairs in the event that Non-Loaded Loops are not available.

9.2.3.3 Digital Capable Loops - Basic rate ISDN and DS1 capable Loops. Basic rate ISDN and DS1 Loops should only be requested when the 2/4 wire non-loaded Loop is either not available or the non-loaded Loop does not meet the technical parameters of CLEC's service(s). Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals from the NI on an end user's premises to a U S WEST CO-NI. Basic Rate ISDN and DS1 unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. DS3 capable loops will be provided on a fiber optic transmission technology. U S WEST will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable Loops, as requested by CLEC, if necessary.

9.2.3.4 Unbundled Loop recurring monthly rates for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops, including Extension Technology recurring charges, are described in Exhibit A.

9.2.3.5 Unbundled Loop non-recurring charges for Digital Capable Loops, including Basic rate ISDN, DS1 and DS3 capable Loops - described in Exhibit A, include the following:

a) Installation charges;

b) Conditioning charge.

Reserved for Future Use

(b) Reserved for Future Use

9.2.2.13 Facilities and lines Qwest furnishes on the premises of CLEC's end user up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. CLEC will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.2.2.14 Reserved for Future Use

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an end user contacts Qwest with a request to convert their local service from CLEC to Qwest, Qwest will notify CLEC of the loss of the end user, and will disconnect the Loop Qwest provided to CLEC. Qwest will disconnect the Loop only where Qwest has obtained proper proof of authorization. .

9.2.2.15.2 When CLEC contacts Qwest with a request to convert an end user from their current CLEC (old CLEC) to them (new CLEC), new CLEC is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, where technically compatible, will reuse the Loop for the service requested by new CLEC (e.g., resale service).

9.2.2.15.3. When CLEC contacts Qwest with a request to convert an end user from Qwest to CLEC, Qwest will reuse the existing Loop facilities for the service requested by CLEC to the extent those facilities are technically compatible with the service to be provided. Upon CLEC request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive carrier signifying completion of the loss.

9.2.3 Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on CLEC selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-Recurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Non-Recurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, OC3, OC12, OC48, OC192, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-Recurring rates.

9.2.3.4 Extension Technology Recurring and Non-Recurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Non-Recurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12, may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.
9.2.3.7.2 Intentionally Left Blank
9.2.3.7.3 Intentionally Left Blank
9.2.3.7.4 Intentionally Left Blank
9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by CLEC to commence Out of Hours, CLEC will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A.

9.2.4 Ordering Process

~~9.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in Section 12 of this Agreement.~~

~~9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in Section 5 of this Agreement.~~

~~9.2.4.3 Based on the pre-order loop make-up, CLEC can determine if the circuit can meet the technical parameters set forth by the specific service.~~

~~9.2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in the Interconnect & Resale Resource Guide. The interval will start when U S WEST receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same address, the request will be handled on an individual case basis.~~

~~9.2.4.5 Installation intervals for Unbundled Loops apply when facilities and/or network capacity is in place. In addition, exceptions may occur in the event of central office conversions, system outages, severe weather conditions, and during emergency preparedness situations. Under these circumstances, service intervals will be quoted on an individual case basis (ICB).~~

~~9.2.4.6 The following service intervals have been established for voice grade 2-~~

~~wire and 4-wire analog Unbundled Loops:~~

		~~High Density~~	~~Low Density~~
~~a)~~	~~1-8 lines~~	~~5 business days~~	~~6 business days~~
~~b)~~	~~9-16 lines~~	~~6 business days~~	~~7 business days~~
~~c)~~	~~17-24 lines~~	~~7 business days~~	~~8 business days~~

~~9.2.4.7 The following service intervals have been established for 2-wire and 4-wire non-loaded, ISDN capable, DS1 capable and ADSL qualified Unbundled Loops.~~

		~~High Density~~	~~Low Density~~
~~a)~~	~~1-8 lines~~	~~5 business days~~	~~8 business days~~
~~b)~~	~~9-16 lines~~	~~6 business days~~	~~9 business days~~
~~c)~~	~~17-24 lines~~	~~7 business days~~	~~10 business days~~

~~9.2.4.8 The following service intervals have been established for DS3 capable Unbundled Loops:~~

		~~**High Density**~~	~~**Low Density**~~
~~a)~~	~~1-3 lines~~	~~7 business days~~	~~9 business days~~
~~b)~~	~~4 or more~~	~~ICB~~	~~ICB~~

~~9.2.4.9 CLEC can request access to existing fiber and other high capacity loops through the BFR process.~~

~~9.2.4.10 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service.~~

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of this Agreement. Detailed ordering processes are found on the Qwest wholesale website.

9.2.4.2 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, CLEC can determine if the circuit can meet the technical parameters for the specific service CLEC intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, CLEC should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop CLEC seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, CLEC may authorize Qwest to perform such Loop conditioning on its LSR. If CLEC does not pre-approve Loop

conditioning, Qwest will assume that CLEC has determined that Loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer. If CLEC or Qwest determines that conditioning is necessary, and CLEC authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. CLEC will be charged for the conditioning in accordance with the rates in Exhibit A. If Qwest determines that conditioning is necessary and CLEC has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send CLEC a rejection notice indicating the need to obtain approval for conditioning. The CLEC must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 Proposed Colorado Trial. For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Qwest will return a Firm Order Confirmation (FOC) to CLEC within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide CLEC with a firm due date commitment or indication that appropriate facilities are not available to fill CLEC's order.

9.2.4.3.1.2.1 If CLEC has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) days).

9.2.4.3.1.2.2 If CLEC has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify CLEC via a reject notification. CLEC must submit and wait for a new version of the LSR approving Loop conditioning. In this scenario, the application date will correspond to date the new version is received by Qwest.

9.2.4.3.1.2.3 Reserved for Future Use

9.2.4.3.1.2.4 If appropriate facilities are not available to fill CLEC's order, and a facility build that would satisfy CLEC's order is not scheduled and funded, Qwest will send CLEC a rejection notice and cancel the order.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When CLEC places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to CLEC with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the due date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to CLEC that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new due date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon CLEC request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, providing the service terminates at the Collocation in the Serving Wire Center. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use

9.2.4.8 When ordering Unbundled Loops, CLEC is responsible for obtaining or providing facilities and equipment that are compatible with the service CLEC seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and bridged taps do not exist, CLEC may request the standard due date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or bridged taps do exist, CLEC will request the minimum fifteen (15) business days desired due date. CLEC can determine the existence of load coils or bridged taps by using one of the Loop make-up tools. CLEC may pre-approve line conditioning on the LSR and, by doing so, CLEC agrees to pay any applicable conditioning charges. If CLEC did not request the fifteen (15) day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and CLEC approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 CLEC may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, CLEC will submit an LSR designating the desired appointment time. CLEC must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and CLEC because of system downtime, switch upgrades, switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same switch (switch contention).

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access ~~U S WEST. U S WEST~~for testing purposes at the Loop Demarcation Point. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of ~~U S WEST's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in U S WEST's network, CLEC shall be assessed the~~Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. For Unbundled Loops, each ~~applicable time and materials charges.~~

~~9.2.5.2 U S WEST will perform tests to isolate the service trouble. If no trouble is found, U S WEST will notify CLEC. If the trouble is isolated to the Central Office, or a U S WEST facility, U S WEST will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling,~~ party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

~~and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, U S WEST will notify CLEC and charges will apply.~~9.2.5.2 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service charge will apply if the trouble is found to be on the end user's side of the Loop Demarcation Point. If the trouble is on the end user's side of the ~~NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.~~ Loop Demarcation Point, and CLEC authorizes Qwest to

~~9.2.5.3 When combining separately ordered elements or an element to collocated equipment, the CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If U S WEST performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in U S WEST's facilities, a trouble isolation charge shall apply. Maintenance and Repair processes are contained in Section 12 of this Agreement.~~

repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at CLEC's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and repair processes are set forth in the Support Functions Section of this Agreement. Maintenance of Service charges are set forth in Exhibit A.

~~**9.3 Sub-loop Unbundling**~~

9.2.5.4. Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DSI capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide advanced services to its end user customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. CLEC also agrees to notify Qwest of any change in advanced services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine spectrum compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a “significant degradation of service”.

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a “known disturber” as designated by the FCC. Qwest will spectrum manage this technology as defined in its spectrum policy and agrees that any future “known disturber” defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other advanced services or traditional voice band services, then that Party must notify the causing carrier and allow the causing carrier a reasonable opportunity to correct the problem. Upon notification, the causing carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, carrier and PSD class to allow CLEC to notify the causing carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder

group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 If Qwest rejects CLECs request to deploy an advanced services technology on a Qwest provided Unbundled Loop, CLEC may submit such denial for resolution under Section 5.18 of this Agreement.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among carriers. Qwest shall not disconnect carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering carrier or Qwest is ordered to do so by a state commission or other authorized dispute resolution body.

9.3 Subloop Unbundling

9.3.1 Description

~~9.3.1.1 A Sub-loop is defined as any portion of the loop that it is technically feasible to access in U S WEST's terminals in outside plant, i.e. an accessible terminal, pole, pedestal, Feeder Distribution Interface (FDI) or Minimum Point Of Entry (MPOE) including inside wire (owned by U S WEST). An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case and/or digging up or trenching underground to reach the wire within.~~

~~9.3.1.2 Two types of standard Sub-Loops are available.~~

~~a) Two-Wire Unbundled Distribution Loop~~

~~b) DS1 Capable Unbundled Feeder Loop~~

~~9.3.1.3 Sub-Loop Unbundling is only available after a CLEC-requested Field Connection Point (FCP) has been installed at the technically feasible accessible terminal. The FCP provides a demarcation point for the termination of the U S WEST-provided Sub-Loop, and the necessary cross-connections to the CLEC-provided facilities. The FCP shall be located in direct proximity to the U S WEST Sub-Loop facility accessed by CLEC. The FCP shall be ordered pursuant to Section 9.3.7 herein.~~

~~9.3.2 Two-Wire Unbundled Distribution Loop~~

~~9.3.2.1 The Two-Wire Unbundled Distribution Loop is a U S WEST provided facility from the U S WEST FCP at the FDI to the demarcation point or Network Interface Device (NID) at the end-user location. The Two-Wire Unbundled Distribution Loop includes, but is not limited to, distribution facilities that serve Multiple Dwelling Units (MDUs). The Two-Wire Unbundled Distribution Loop is suitable for local exchange-type services within the analog voice frequency range of 300 to 3000 Hz. CLEC obtains access to this unbundled element at the FDI through an established FCP arrangement, and at the end-user location through the NID.~~

~~**9.3.3 DS1 Capable Unbundled Feeder Loop**~~

~~9.3.3.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a U S WEST Central Office Network Interface, which consists of a DSX-1 panel or equivalent, to the Fiber Distribution Interface (FDI) located at the FCP.~~

~~9.3.3.2 The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.~~

~~**9.3.4 Terms and Conditions**~~

~~9.3.4.1 Access to unbundled loop elements may be made, to the extent technically feasible, through the use of the Field Connection Point Process at any technically feasible Feeder Distribution Interface (FDI) and utility room in a multi-dwelling unit.~~

~~9.3.4.2 CLEC obtains access to the DS1 Capable Unbundled Feeder Loop at the U S WEST Wire Center through established Collocation arrangements, and at the FDI through the FCP. The CLEC must provide the necessary space and meet all premise requirements noted in the technical publication DS1 Capable Sub-Loop.~~

~~9.3.4.3 Standard access to a Sub-Loop will be at the Feeder Distribution Interface (FDI) through the establishment of a Field Connection Point (FCP). Non-standard access will be submitted via the BFR process in this Agreement.~~

~~**9.3.5 Rate Elements**~~

~~9.3.5.1 Sub-Loop Non-Recurring Charge - CLEC will be charged a non-recurring basic installation charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.~~

~~9.3.5.2 Sub-Loop Recurring Charge - The CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Sub-Loop ordered by CLEC.~~

~~9.3.5.3 Sub-Loop OSS Charge - The CLEC shall be charged pursuant to Exhibit A to recover the cost of the OSS modifications necessary to provide CLEC access to portions of U S WEST's feeder and distribution network facilities on an unbundled, sub-loop basis.~~

~~9.3.5.4 Sub-Loop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to Section 12.3.4 when trouble is reported but not found on the U S WEST facility.~~

~~**9.3.6 Ordering**~~

~~9.3.6.1 CLEC may only submit orders for Sub-loop elements after the FCP is in place. CLEC will use the termination information provided to them at the completion of the FCP on the LSR for Sub-Loops.~~

~~9.3.6.2 CLEC can order sub-loop elements through the Operational Support Systems described in section 12.~~

~~9.3.6.3 CLEC shall identify Sub-loop elements by NC/NCI codes.~~

~~9.3.7 Field Connection Point Description~~

~~9.3.7.1 Field Connection Point allows a CLEC to interconnect with U S WEST outside of the central office location where it is technically feasible. Field Connection Point allows a CLEC to access Unbundled Sub-Loops. The Field Connection Point must be in place before Sub-Loop orders are processed. Access to FCP's at the FDI are generally available. Requests for other Field Connection Point configurations will be considered on an individual case basis. The only use of the FDI Field Connection Point is to provide access to U S WEST Sub Loops.~~

~~9.3.7.2 Feeder Distribution Interface (FDI) Field Connection Point – A FDI Field Connection Point arrangement requires a CLEC to build and place their equipment adjacent to the U S WEST FDI location. U S WEST will place a cable between the field connection point and U S WEST's Feeder Distribution Interface. U S WEST will perform the splice at the Field Connection Point. Each Provider will only have access to their own facilities. CLEC will have access to the FCP for maintenance purposes.~~

~~9.3.8 Terms and Conditions~~

~~9.3.8.1 With the exception specified in subparagraph (a) below, U S WEST is not required to build additional space for the purpose of accessing sub-loop elements. U S WEST shall not preclude CLEC from constructing its own facilities adjacent to U S WEST's facilities. CLEC shall obtain any necessary authorizations or rights of way required and shall coordinate its facility placement with U S WEST, when placing their facilities adjacent to U S WEST's facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Sub-loop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.~~

~~(a) If CLEC seeks access to Two-Wire Unbundled Distribution Loops that serve an MDU, and there is no accessible MPOE or other accessible terminal to which CLEC can access such subloop elements, and U S WEST and CLEC are unable to negotiate a reconfigured single point of interconnection to serve the MDU, U S WESTU S WEST will construct a single point of access at or near the property line of the MDU that is fully accessible to and suitable for CLEC. In such instance, CLEC shall pay U S WEST a nonrecurring charge according to Section 1Exhibit A.~~

9.3.1.1 A Subloop is defined as any portion of the Loop that it is technically feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within.

Such points may include, but are not limited to, the pole, pedestal, network interface device, minimum point of entry, single point of Interconnection, main distribution frame, remote terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). This section does not address Dark fiber Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

9.3.1.1.1.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.1.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

a) Two-Wire/Four Wire Unbundled Distribution Loop
b) DS1 Capable Unbundled Feeder Loop
c) Two-Wire/Four Wire Non-loaded Distribution Loop
d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a CLEC requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a demarcation point connected to a terminal block from which cross-connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after CLEC has notified Qwest of its intention to Subloop unbundle in the MTE, an inventory of CLEC's terminations has been created, and CLEC has constructed a cross-connect field at the building terminal.

9.3.1.3.2.1 Reserved for Future Use

9.3.1.3.2.2 Reserved for Future Use

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a demarcation point that allows CLEC to interconnect with Qwest outside of the central office location where it is technically feasible. The FCP interconnects CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 Placement of a FCP within a Qwest Premises for the sole purpose of creating a cross-connect field to support Subloop unbundling constitutes a "Cross-Connect Collocation."

9.3.1.4.2.1 The terms, conditions, intervals and rates for Cross-Connect Collocation are found within section 9.3.

9.3.1.4.2.2 To the extent that CLEC places equipment in a Qwest Premises that requires power and or heat dissipation, such Collocation is governed by the Terms of Section 8 and does not constitute a Cross-Connect Collocation.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when technically feasible, CLEC may place the FCP in an adjacent terminal. CLEC will have access to the equipment placed within the Collocation for maintenance purposes. However, CLEC will not have access to the FCP Interconnection point.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when CLEC is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. CLEC must create the cross-connect field at the building terminal that will allow CLEC to connect its facilities to Qwest's Subloops. The demarcation point between CLEC and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is technically feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not technically feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to CLEC where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the demarcation point or Network Interface Device (NID) at the end user location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC can obtain access to this unbundled element at any technically feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Loop: a Qwest provided facility without load coils and excess bridged taps from the Qwest accessible terminal to the demarcation point or Network Interface Device (NID) at the end user location. When CLEC requests a Non-Loaded Unbundled Distribution Loop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Loop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Loop by removing load coils and excess bridged taps (i.e., “unload” the Loop). CLEC may be charged the cable unloading and bridged taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or bridged taps are removed, the nonrecurring conditioning charge will not apply. CLEC can obtain access to this unbundled element at any technically feasible accessible terminal.

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the demarcation point at the end user customer premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one person or entity, on which there are multiple buildings.

9.3.2.2 Feeder Loops

9.3.2.2.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest central office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Remote Collocation is not necessary because CLEC can access the Subloop without placing facilities in a Qwest Premises.

9.3.3.2 To obtain such access, CLEC shall complete the “MTE-Access Ordering Process” set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. CLEC may access the MTE Terminal as a test access point.

9.3.3.4 CLEC will work with the MTE building owner to determine where to terminate its facilities within the MTE. CLEC will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. CLEC shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for CLEC to enter the building and terminate its facilities without Qwest having to rearrange its facilities, CLEC must seek to use such space. In such circumstances, an inventory of CLEC's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned. Qwest shall have five (5) calendar days from receipt of a written request from CLEC, in addition to the interval set forth in Section 9.3.5.4.1, to complete an inventory of CLEC's terminations and submit the data into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval.

9.3.3.6 If CLEC connects Qwest's Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove them and install permanent wiring within thirty (30) calendar days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

9.3.3.7 If there is no space for CLEC to place its building terminal or no accessible terminal from which CLEC can access such Subloop elements, and Qwest and CLEC are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MDU, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access that is fully accessible to and suitable for CLEC. In such instances, CLEC shall pay Qwest a nonrecurring charge, which shall be ICB, based on the scope of the work required.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for CLEC, Qwest shall have forty-five (45) calendar days from receipt of a written request from CLEC to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar days. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 CLEC may cancel such MTE Access request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Except as to access at an MTE Terminal, access to unbundled Subloop elements at an accessible terminal must be made through a Field Connection Point (FCP) in conjunction with either a Cross-Connect Collocation or, if power and/or heat dissipation is required, a Remote Collocation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, CLEC may opt to use Adjacent Collocation to the extent it is technically feasible. Such adjacent access shall comport with NEBS Level 1 safety standards

9.3.4.2.1 Reserved for Future Use

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When technically feasible, Qwest shall allow CLEC to construct its own structure adjacent to Qwest's accessible terminal. CLEC shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that CLEC may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

~~9.3.8.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties agree that they will not have direct access to the other Party's network.~~9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

~~9.3.8.3 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to Section 5.18 (Dispute Resolution). Alternatively, CLEC~~

~~may seek arbitration under Section 252 of the Act with the Commission, wherein U S WEST shall have the burden of demonstrating to the Commission that there is insufficient space or that the requested interconnection is not technically feasible.~~

~~9.3.8.4 CLEC must identify the size and type of cable that will be terminated in the U S WEST FCP location. U S WEST will terminate the cable into the U S WEST FDI if termination capacity is available. If termination capacity is not available, U S WEST will expand the FDI at the request of the CLEC. The CLEC will be responsible for placing the cable from the U S WEST FCP to their equipment. U S WEST will perform all of the initial splicing at the FCP.~~

~~9.3.8.5 CLEC must arrange for power to its own equipment.~~

~~9.3.8.6 If U S WEST denies a request for FDI Field Connection Point, U S WEST will provide to the CLEC documentation stating why the request was denied during the feasibility quote process.~~

~~9.3.8.7 CLEC may cancel a Field Connection Point request prior to the completion of the request by U S WEST by submitting a written request by certified mail to the U S WEST Account Manager. CLEC shall be responsible for payment of all costs incurred by U S WEST.~~

~~9.3.9 Rate Elements~~

~~9.3.9.1 Feeder Distribution Interface Field Connection Point – CLEC will complete a Field Connection Point request form. U S WEST will develop a quote for the work to be performed based on the information provided by the CLEC on the Request Form. U S WEST will recover the Filed Connection Point cost through individual case basis non-recurring charges.~~

~~9.3.9.2 Feasibility Fee – U S WEST will charge a feasibility fee to recover cost of reviewing the site and engineering work that must be completed to determine if a site is available.~~

~~9.3.9.3 Quote Preparation Fee - U S WEST will charge a fee to recover all cost associated with developing a FDI Field Connection Point quote.~~

~~9.3.9.4 Construction Fee – U S WEST will charge a fee to recover all cost for building the FDI Field Connection point. This fee will cover the cost of augmenting the FDI location so that three CLECs can interconnect at that point. If CLEC is the first provider in the FDI-FCP, it will pay the quoted price. If CLEC is the second provider in the FDI-FCP, it will pay the initial Co-ProviderCLEC 50% of U S WEST's quoted price. If CLEC is the third Co-ProviderCLEC in the FDI-FCP, it will pay each of the original two Co-ProvidersCLECs 17% of U S WESTU S WEST's quoted price.~~

~~9.3.10 Repair and Maintenance~~

~~U S WEST will maintain all of its equipment and the CLEC is responsible for maintaining all of its equipment.~~

~~9.3.11 Ordering – FDI Field Connection Point~~

~~9.3.11.1 CLEC shall submit a Field Connection Point Request Form to a U S WEST Account Representative. The Field Connection Point Request Form must be completed in its entirety.~~

~~9.3.11.2 Upon receipt of the Field Connection Point Request Form, U S WEST will initiate a feasibility study and FCP quote. Within thirty (30) calendar days from receipt of correctly completed Field Connection Point Request Form, U S WEST will notify the CLEC if a location is technically feasible and U S WEST will develop and send a quote. The Feasibility Study and quote will be valid for thirty (30) calendar days from feasibility and quote notification.~~

~~9.3.11.3 U S WEST will construct the FCP within 120 calendar days of receipt of payment from CLEC.~~

~~9.3.11.4 After construction is complete, the CLEC will be notified of its termination location which will be used for ordering Sub-Loops.~~

~~9.4 Line Sharing~~

~~9.4.1 Description~~

~~Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on the same copper loop (the Shared Loop). CLEC will access the unused high frequency portion of the Shared Loop while the voice portion of the Shared Loop will be used for analog voice-grade POTS service. A splitter separates the voice and data and allows the copper loop to be used for simultaneous data transmission and POTS service. The voice-grade POTS service must be provided to the end user by U S WEST.~~

~~9.4.2 2 Terms and Conditions~~

~~9.4.22.1 General~~

~~9.4.2.1.1 The end user must have dial tone originating from a U S WEST End Office Switch in the Wire Center where the Shared Loop is being requested.~~

~~9.4.2.1.2 CLEC gains access to the Shared Loop at the U S WEST Wire Center through established Collocation arrangements.~~

~~9.4.2.1.3 The splitter must be provided by the CLEC. The splitter must satisfy at least one of the following criteria: (a) the splitter meets the requirements~~

~~for central office equipment collocation set by the FCC in its March 31, 1999 order in CC Docket No. 98-147; or (b) as they are developed, appropriate technical standards.~~

~~9.4.2.1.4 The voice and data signals carried by Shared Loops are "split" by the splitter located in a U S WEST Wire Center.~~

~~9.4.2.1.5 The technology used by CLEC will be within the Power Spectrum Density (PSD) mask parameters set forth in ANSI T1E1.413 or other applicable industry standards. Such technologies are currently limited to ADSL and RADSL. In the future, additional technologies may be used by CLECs, to the extent those technologies meet the PSD mask parameters set forth in the above ANSI or other applicable industry standards. Spectrum management is the subject of a pending NPRM (First Report and Order Notice of Proposed Rulemaking, Deployment of Wirelines, Services Offering Advanced Telecommunications Capability—CC Docket Number 98-147). The FCC has sought comments from all interested parties. U S WEST will comply with Spectrum Management rules issued by the FCC and standards defined by the ANSI Standards Subcommittee. T1E1.4.~~

~~9.4.2.1~~ ~~9.4.2.2 Splitter in CLEC Collocation area~~

~~9.4.2.2.1 The CLEC-provided splitter shall be provided, installed and maintained by CLEC in CLEC's Collocation space.~~

~~9.4.2.2.2 U S WEST will either re-designate existing or install new TIE Cables in order to accommodate the capacity requests of CLEC.~~

~~9.4.2.2.3 Interconnection Tie Pairs and TIE Cables. There are two types of ITP arrangements for connecting the U S WEST network to the CLEC provided splitter, depending on whether the CLEC elects to use an ICDF or direct connections.~~

~~9.4.2.2.3.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC/MDF loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC/MDF switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided splitter, and the second pair will carry the voice-only signal from the CLEC provided splitter to the ICDF.~~

~~9.4.2.2.3.2 CLEC may elect to use direct connections between the CLEC-provided Splitter and the COSMIC/MDF. In this instance, U S WEST will provide one TIE Cable between each module of the COSMIC/MDF and the CLEC-provided splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC/MDF loop termination to the CLEC-provided splitter in the CLEC's Collocation Space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided splitter to the switch termination on the~~

COSMIC/MDF. These TIE Cables will be dedicated to the CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD) run, cable placement, and cable termination, and associated COSMIC/MDF hardware to terminate a TIE Cable on each outside plant and switch equipment module of the COSMIC/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). U S WEST will provide, for each Shared Loop, the TIE Cable pair assignments.

9.4.2.2.4 The demarcation point will be the place where the combined voice and data loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC/MDF, where the combined voice and data loop originates from CLECs Collocation.

9.4.2.3 Splitter in Common Area of Central Office

9.4.2.3.1U S WEST will install and maintain CLEC provided splitter in the common area of the Central Office as close to the ICDF as possible.

9.4.2.3.2U S WEST will provide cabling on behalf of CLEC or CLEC may provide all cables between their collocation and the ICDF, between their Collocation and the splitter data ports, and between the splitter and the ICDF. CLEC may choose to utilize existing cables from their Collocation to the ICDF.

9.4.2.3.3POTS splitter plug-in card augmentation will be the responsibility of CLEC to provide and install.

9.4.2.3.4 U S WEST may co-mingle multiple CLEC owned splitter shelves per bay.

9.4.2.3.5 The demarcation point will be at the splitter end of the TIE-cable connecting the CLEC collocation and the splitter.

9.4.3 Rate Elements

9.4.3.1 Recurring Rates for Shared Loop

9.4.3.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop.

9.4.3.1.2 OSS Costs - A monthly recurring charge to recover upgrades to U S WEST Operational Support Systems required to accommodate Line Sharing.

9.4.3.1.3 Interconnection Tie Pair (ITP) -- Charges for the quantity of ITPs used by the CLEC's specific application apply.

9.4.3.1.4 Collocation Terminations -- Charges for Collocation Terminations apply pursuant to Section 8 (Collocation).

~~9.4.3.2 Non-Recurring Rates for Shared Loop~~

~~9.4.3.2.1 Basic Installation for Shared Loop – A non-recurring charge for each Shared Loop installed by U S WEST.~~

~~9.4.3.2.2 Conditioning Charges – Based on the pre-order loop make-up, the CLEC can make a preliminary determination if the loop can meet the technical parameters applicable to the data service it intends to provide over the Loop. After the Shared Loop is ordered and the design layout record is reviewed by CLEC, it is CLEC's responsibility to determine if the Shared Loop meets the technical parameters set forth by the specific data service. If CLEC requests loop conditioning, conditioning charges specified in Exhibit A shall apply for unloading cable pairs in the event that non-loaded Loops are not available.~~

~~9.4.3.3 Non-Recurring for Collocation Augment~~

~~9.4.3.3.1 Engineering -- A rate based on time and materials to augment existing Collocation with re-designation of existing cables between the CLEC's collocation and the intermediate frame.~~

~~9.4.3.4 Maintenance and Repair~~

~~9.4.3.4.1 Trouble Isolation Charge – Trouble isolation charges are applied in accordance with Section 12.3.4.~~

~~9.4.3.4.2 Other Labor – Any labor incurred by U S WEST on behalf of CLEC for any specific customer request other than Trouble Isolation or repair of U S WEST facilities will be charged to CLEC using the Other Labor charge.~~

~~9.4.3.5 Rates for Splitter in Common Area~~

9.3.4.3.3 CLEC must identify the size and type of cable that will be terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of CLEC if technically feasible, all reconfiguration costs to be borne by CLEC. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the Collocation. CLEC will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 CLEC may cancel a Collocation associated with a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. CLEC shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, CLEC may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not technically feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 CLEC shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 CLEC may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. CLEC will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and CLEC's Subloop elements. CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.2.3 Once the FCP is in place, the Subloop provisioning intervals contained in Exhibit C shall apply.

9.3.5.3 Reserved for Future Use

9.3.5.4 Additional Terms for MTE Terminal Subloop Access - MTE-Access Ordering Process

9.3.5.4.1 CLEC shall notify its account manager at Qwest in writing of its intention to provide access to customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar days to notify CLEC and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable.

9.3.5.4.2 If the MTE owner owns the facilities on the customer side of the terminal, CLEC may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the customer side of the terminal, CLEC shall notify Qwest in writing of whether the building owner has provided space for CLEC to enter the building and terminate its facilities or whether Qwest must rearrange facilities or construct new facilities to accommodate such access. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 CLEC may only submit orders for Subloop elements after the inventory is complete and, if necessary, the facilities are rearranged and/or a new facility constructed. CLEC will populate the LSR with the termination information provided at the completion of the inventory process.

9.3.5.4.5 If CLEC ordered Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between CLECs Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. In addition, CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

9.3.5.4.5.1 When CLEC accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. CLEC shall clearly label the cross-connect wires it uses. CLEC wiring will be neatly dressed. When CLEC accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with CLEC promptly and in good faith toward that end.

9.3.5.4.5.2 Access to Intrabuilding Cable Loop at MTE Terminals without a cross-connect field:

9.3.5.4.5.2.1 To the extent CLEC seeks access to a MTE Terminal that does not contain a cross-connect field, CLEC shall not rearrange Qwest's facilities.

9.3.5.4.5.2.2 To the extent CLEC seeks access to a MTE Terminal that does not contain a cross-connect field, but that is connected to an adjacent MTE Terminal with a cross-connect field, CLEC shall access each Subloop via the adjacent MTE Terminal with a cross-connect field.

9.3.5.4.5.2.3 To the extent CLEC seeks access to a MTE Terminal that does not contain a cross-connect field and is not

connected to an adjacent MTE Terminal with a cross-connect field, CLEC shall access each Subloop in such a MTE Terminal using a bridging clip that overlays Qwest's termination pin for the particular end user customer on the connecting terminal block, and CLEC shall replace the Qwest line protector dedicated to that end user customer with a service denial protector or equivalent DC continuity interruptor. The details of this practice shall be contained within the MTE Terminal access protocol referenced in section 9.3.5.4.5.1.

9.3.5.4.5.2.4 CLEC shall be wholly and completely responsible for any service outage, equipment failure, property damage or any and all other damages to person or property that is caused by the failure to adhere to sections 9.3.5.4.5.1 or 9.3.5.4.5.2 or the MTE Terminal access protocol referenced in section 9.3.5.4.5.1.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed, the Subloop provisioning intervals contained in Exhibit C shall apply.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point Request Form to Qwest along with its Collocation Application. The FCP Request Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP and Collocation are complete, CLEC will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for provisioning Collocation associated with a FCP, which intervals shall begin upon completion of the FCP Request Form and its associated Collocation Application in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A Cross-Connect Collocation in a detached terminal shall be provisioned within ninety (90) calendar days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 Reserved for Future Use

9.3.5.5.2.1.4 Reserved for Future Use

9.3.5.5.2.1.5 Qwest may seek extended intervals if the work cannot reasonably be completed within the set interval. In such cases, Qwest shall provide written notification to CLEC of the extended interval Qwest believes is necessary to complete the work. CLEC may dispute the need for and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - CLEC will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the Support Functions – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 Cross-Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of the Cross-Connect Collocation set forth in Exhibit A upon submission of the Collocation Application. The FCP Request Form shall not be considered completed in its entirety until complete payment is submitted to Qwest.

9.3.6.3.2 Any Remote Collocation associated with a FCP in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Non-Recurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Non-Recurring Charge - CLEC will be charged a nonrecurring charge for the time and materials required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2. Subloop Non-Recurring Jumper Charge – If CLEC ordered a Subloop type other than Intrabuilding Cable Loop, CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

Line Sharing provides CLEC with the opportunity to offer advanced data services simultaneously with an existing end user's analog voice-grade (POTS) service on a single copper Loop referred to herein as the "Shared Loop" or "Line Sharing", by using the frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element (HUNE). A POTS splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the end user by Qwest. This section does not prohibit Line Splitting, which is addressed in Section 9.21.

9.4.1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest provides CLECs with the network elements to transport data from Qwest remote terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's pursuant to Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology. Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for Line Sharing may need to be amended in order to provide such access.

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, CLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user as provided for in this Section, and the end user must have dial tone originating from a Qwest switch in that Wire Center. CLEC must provide the end user with, and is responsible for, the installation of a splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 Reserved for Future Use

9.4.2.1.3 CLEC may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services currently are limited to ADSL, RADSL Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by CLEC to the extent those services are deemed acceptable for Line Sharing Deployment under

applicable FCC rules.

9.4.2.1.4 CLEC may not order the HUNE on a given copper Loop if Qwest, or another Telecommunications Carrier, is already using the high frequency spectrum, unless the end user disconnects the original Telecommunications Carrier's high-frequency service.

9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess bridged taps, or electronics subject to the charges for Loop conditioning in Exhibit A. Qwest will perform requested conditioning, including de-loading and removal of excess bridged taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the end user's analog voice-grade POTS service. Based on the pre-order make-up of a given copper Loop, CLEC can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop.

9.4.2.1.6 Qwest will provide CLEC with access to the HUNE through POTS splitters installed in Qwest Wire Centers. POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.

9.4.2.1.7 Reserved for Future Use

9.4.2.2 CLEC Collocation Area Splitter

9.4.2.2.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, CLEC will either purchase the POTS splitters or have Qwest purchase the POTS splitters subject to full reimbursement of the cost of the POTS splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS splitters must meet the requirements for central office equipment Collocation set by the FCC. CLEC will be responsible for installing and maintaining the POTS splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 CLEC may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to Exhibit A of the Agreement.

9.4.2.2.3 Two (2) ITPs and two (2) TIE Cables will be needed to connect POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS splitter located in CLEC's Collocation area. The voice and data traffic will be separated at the POTS splitter. The data traffic will be routed to CLEC's network within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF switch termination, via the ICDF, using a second TIE Cable and a second ITP.

9.4.2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the CLEC provided splitter, depending on whether CLEC elects to use an ICDF or direct connections.

9.4.2.2.4.1 CLEC may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF switch termination. For each Shared Loop, two pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the CLEC provided splitter, and the second pair will carry the voice-only signal from the CLEC provided splitter to the ICDF.

9.4.2.2.4.2 CLEC may elect to use direct connections between the CLEC-provided splitter and the COSMIC™/MDF. In this instance, Qwest will provide one TIE Cable between each module of the COSMIC™/MDF and the CLEC-provided splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the CLEC-provided splitter in CLEC's Collocation space. A second pair in the TIE Cable will carry the voice-only signal from the CLEC-provided splitter to the switch termination on the COSMIC™/MDF. These TIE Cables will be dedicated to CLEC's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a TIE Cable on each outside plant and switch equipment module of the COSMIC™/MDF will be assessed to CLEC in accordance with Section 8 (Collocation). To minimize CLECs cost, to the extent feasible, Qwest shall consolidate CLECs requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest. Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.

9.4.2.2.5 The demarcation points between Qwest's network and CLEC's network will be the place where the combined voice and data Loop is connected to the ICDF, or where CLEC chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from CLECs Collocation

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire centers in one of the following locations: (a) in a relay

rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or, in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase the POTS splitters subject to full reimbursement of the cost of the POTS splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling, and any similar charges assessed on Qwest by vendors in connection with the purchase of POTS splitters. The POTS splitters must meet the requirements for central office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS splitters or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

9.4.2.3.2 Two (2) ITPs and four (4) TIE Cables will be needed to connect the POTS splitters to the Qwest network. One ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS splitter. The voice and data traffic will be separated at the POTS splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to CLEC's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC™/MDF switch termination, via a second ITP. CLEC can also elect a direct connect option pursuant to Section 8.3.1.11.2.

9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

9.4.2.3.4 The demarcation point between Qwest's network and CLEC's network will be at the place where the data Loop leaves the POTS splitter on its way to CLEC's Collocated equipment.

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation Section for Cageless or Common Collocation.

9.4.3.2 CLEC may submit applications for additional DSO TIE Cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DSO TIE Cable terminations under intervals as outlined below in this Section.

9.4.3.3 Augmentation intervals will be thirty (30) days, subject to the following terms and conditions identified below:

9.4.3.3.1 Intentionally Left Blank

9.4.3.3.2 Intentionally Left Blank

9.4.3.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

9.4.3.3.4 Intentionally Left Blank

9.4.3.3.5 In the event CLEC, or Qwest acting as purchasing agent for CLEC, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by CLEC, including but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for CLEC and is unable to procure equipment to complete all work in a timely manner, CLEC may provide Qwest with the subject equipment. CLEC will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and CLEC will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If CLEC does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business days period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop

9.4.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.4.2 Non-Recurring Rates for the Shared Loop

9.4.4.2.1 Basic Installation Charge for Shared Loop – A non-recurring charge for each Shared Loop installed will apply.

9.4.4.2.2 If CLEC requests conditioning of a Shared Loop, a non-recurring conditioning charge specified in Exhibit A will apply for removal of load coils and excess bridged taps. If the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the end user, CLEC shall pay the conditioning charge in Exhibit A to recondition the Loop.

9.4.4.3 Non-Recurring Rates for Tie Cable Reclassification

9.4.4.3.1 Reclassification Charge – A non-recurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame re-stenciling, and any other work performed between CLEC's Collocation and the intermediate distribution frame required to provision Line Sharing.

9.4.4.4 Non-Recurring Rates for Maintenance and Repair

9.4.4.4.1 Trouble Isolation Charge – A non-recurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.4.4.4.2 Additional Testing – CLEC may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A non-recurring charge will apply in accordance with Exhibit A.

9.4.4.5 Rates for Common Area Splitter Collocation

~~9.4.3.5.1Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures, grounding charge and engineering labor.~~9.4.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with splitter installation, bay installation, lighting costs, aerial support structures and grounding charge for splitters either in a bay, on the IDF, or on the MDF/COSMIC™. These are both recurring and non-recurring charges.

~~9.4.3.6 Splitter TIE Cable Connections – The cost of each TIE cable connection to the splitter. This includes cables and associated blocks per 100 pair between the splitter and the intermediate frame.~~

~~9.4.4 Ordering Process~~

~~9.4.4.1 Shared Loop~~

~~9.4.4.1.1 As a part of the pre-order process, CLEC can access loop characteristic information through the Loop Information Tool described in Section 12.2.1.4.~~

~~9.4.4.1.2 Prior to placing an order for Shared Loop, CLEC must obtain a Proof of Authorization from the end user customer in accordance with Section 5.3 (Proof of Authorization).~~

~~9.4.4.1.3 Splitter Meet Points for Shared Loop will be provided on a separate form specifically for Shared Loop requests. CLEC will provide both TIE Cable Splitter Meet Points at the ICDF. U S WEST will administer all cross connects/jumpers.~~

~~9.4.4.1.4 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this approach, the U S WEST technician "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC's equipment.~~

~~9.4.4.1.5 Orders will carry a standard 5-day interval.~~

~~9.4.4.1.6 CLEC shall not place orders for Shared Loops until TIE Cables have been completed to the CLEC provided splitter.~~

~~9.4.4.2Splitter Collocation~~

~~9.4.4.2.1 This section only applies to situations where CLEC orders~~

placement of the splitter in a common area.

9.4.4.2.2New Splitter bay ordered at the same time as a new Collocation – This may be ordered via a single Collocation application form and ordering processing charge. CLEC must submit a new Collocation application form and the applicable fee to U S WEST requesting the Shared Loop. Standard intervals will apply.

9.4.4.2.3 New splitter bay or shelf requested with an existing Collocation – CLEC must submit a new Collocation application form and the applicable fee to U S WEST requesting the Shared Loop.

9.4.4.3 TIE Cable Re-designation

9.4.4.3.1 Re-designation of existing TIE Cable to accommodate Shared Loop – To the extent CLEC has existing TIE Cables extending from an ICDF to the CLEC's Collocation space, CLEC may request these pre-existing TIE Cables be redesignated for use with Line Sharing. CLEC shall request such redesignation through the same process used to order new TIE Cables.

9.4.5 Repair and Maintenance

9.4.5.1 U S WEST will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the point of demarcation in the central office. CLEC will be responsible for repairing data services. Each entity will be responsible for maintaining its own equipment. The CLEC will be responsible for splitter maintenance and repair when the splitter is in the Collocation space. U S WEST will be responsible for maintenance and repair of splitter in the common area

9.4.5.2 When U S WEST provides inside wire maintenance services to an end user, U S WEST will only be responsible for testing and repairing the inside wire for voice grade services. U S WEST will not test, repair, or upgrade inside wire to clear trouble calls associated with CLEC's data service. U S WEST will not repair any CPE equipment provided by CLEC. U S WEST will not dispatch a technician to clear inside wire trouble tickets associated with CLEC's data service.

9.4.5.3 CLEC will validate that the end user has a data only problem before issuing a trouble ticket to U S WEST.

9.4.5.4 In the case of trouble reported by an end user on their voice grade POTS service, if U S WEST determines the cause of the reported trouble is the CLEC's data equipment, U S WEST will:

a) Notify CLEC and request CLEC immediately test the trouble on the CLEC's data service.

b) If the end user's voice grade POTS service is so degraded that the customer

~~cannot originate or receive voice grade calls, and CLEC has not immediately cleared its trouble, U S WEST may take unilateral steps to temporarily restore the end user's voice grade POTS service.~~

~~c) Upon completion of steps (a) and (b) above, U S WEST may temporarily remove the CLEC-provided splitter from the end user's loop and switch port.~~

~~d) Upon notification from CLEC that the malfunction in the CLEC's data service has been cleared, U S WEST will restore the CLEC's data service by restoring the splitter on the customer's line.~~

~~e) Upon completion of the above steps, the CLEC will be charged a Trouble Isolation Charge (TIC) to recover U S WEST's cost for isolating and temporarily removing the malfunctioning data service from the customer's line.~~

~~f) U S WEST shall not be liable for damages of any kind for temporary disruptions to CLEC's data service that are the result of the above steps taken to restore the end user's voice grade POTS service.~~

~~9.4.5.5 Before initiating any activity on the Shared Loop that may effect the end user customer voice grade service, CLEC shall attempt to notify the end user customer.~~

~~9.4.5.6 U S WEST and CLEC will work together to address customer initiated repair requests and to prevent adverse impacts to the customer.~~ 9.4.4.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the POTS splitter, plus any associated costs incurred by Qwest to order the POTS splitter.

9.4.4.5.3 Engineering – A non-recurring charge will apply for the planning and engineering associated with placing POTS splitters in the central office, either in a bay, on the IDF, or on the MDF/COSMIC™.

9.4.4.6 POTS Splitter TIE Cable Connections Charge – A non-recurring charge will apply for the cost of each TIE Cable connected to the POTS splitters. This charge will cover both the TIE cables and associated blocks per one hundred (100) pair between the POTS splitter and the intermediate distribution frame or splitter bay.

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

9.4.5 Ordering Process

9.4.5.1 Shared Loop

9.4.5.1.1 As a part of the pre-order process, CLEC can access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. CLEC will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and CLEC will work together to modify the Loop Information Tool to better support Line Sharing. CLEC shall accept the risk that the Loop selected may not be suitable for providing the type of xDSL service CLEC seeks to provide.

9.4.5.1.2 The appropriate Splitter Meet Points dedicated to the POTS splitters will be provided on the Line Sharing Actual Point of Termination (APOT) form one (1) day prior to the Ready for Service date or at an interval ordered by the Commission or further agreed to by Qwest and CLEC in writing. CLEC will provide on the LSR, the appropriate frame terminations which are dedicated to POTS splitters. Qwest will administer all cross connects/jumpers on the COSMIC™/MDF and ICDF.

9.4.5.1.3 Basic Installation “lift and lay” procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician “lifts” the Loop from its current termination in a Qwest Wire Center and “lays” it on a new termination connecting to CLEC’s Collocated equipment in the same Wire Center.

9.4.5.1.4 Qwest will provision the Shared Loop within the standard unbundled Loop provisioning interval as defined in Exhibit C.

9.4.5.1.5 CLEC shall not place initial orders for Shared Loops until all infrastructure work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed. Upon CLEC request at any time, including before placing an order, Qwest will arrange for a wire center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

9.4.5.1.6 Prior to placing an LSR for Shared Loop, CLEC must obtain a Proof of Authorization from the end user customer in accordance with the Proof of Authorization Section.

9.4.5.2 Common Area Splitter Collocation

9.4.5.2.1 This Section only applies to situations where CLEC orders placement of the splitter in a common area.

9.4.5.2.2 New POTS splitter shelves may be ordered via a single Collocation application form and quote preparation fee. Standard intervals as contained in Exhibit C will apply.

9.4.5.2.3 New POTS splitter shelves may be ordered with an existing Collocation. CLEC must submit a new Collocation application form and the applicable fee to Qwest. Standard Cageless and/or Common Collocation intervals as contained in Exhibit C will apply.

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent CLEC has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, CLEC

may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow CLEC to access Shared Loops at the point where the combined voice and data Loop is cross-connected to the POTS splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between network interface devices at end user premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at end user premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its end users. CLEC will be responsible for repairing data services provided on Shared Loops and is entitled to test the entire frequency range of the Loop facility. Qwest and CLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

9.4.6.3 Qwest and CLEC will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.uswest.com/wholesale/productsServices/irrg/TABL1-0.html. In the interim, Qwest and CLEC agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.6.3.1 If an end user complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and CLEC will work together with the end user to solve the problem to the satisfaction of the end user. Qwest will not disconnect the data service provided to an end user over a Shared Loop without the written permission of CLEC unless the end user's voice service is so degraded that the end user cannot originate or receive voice grade calls and/or the end user authorizes Qwest to disconnect the data service. Qwest will notify CLEC whenever this occurs upon voice trouble ticket closure.

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

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by CLEC. When trouble tickets are initiated by CLEC, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess CLEC the TIC Charge.

9.4.6.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of CLEC on a case-by-case basis. CLEC may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional

testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide CLEC with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge.

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

9.4.6.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for central office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.

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

9.4.7 Other

9.4.7.1 Reserved for Future Use

9.5 Network Interface Device (NID)

9.5.1 Description

~~The NID provides an interface between U S WEST's Loop facility and the end user's inside wire and is considered part of the Unbundled Loop facility. The modular NID is divided into two components; one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and U S WEST's NID will remain in place and continue to carry the signal to the end user's equipment.~~

~~9.5.2 Terms and Conditions~~

~~9.35.2.1 If CLEC places its own drop, CLEC will install its own NID. However, CLEC can use the existing U S WEST NID to terminate its drop if space~~

~~permits, otherwise a new NID is required. If CLEC installs its own NID, CLEC may connect its NID to the U S WEST NID by placing a cross-connect between the two. When provisioning a NID to NID connection, CLEC will isolate the U S WEST facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, U S WEST will perform the replacement and charges will be assessed for the NID and time associated with the request. If CLEC is a facility based provider up to and including its NID, the U S WEST facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.~~

~~9.5.2.2 U S WEST will retain sole ownership of the U S WEST NID and its contents on U S WEST's side. U S WEST is not required to proactively conduct NID change-outs, on a wide scale basis. However, U S WEST will change the NID on an individual request basis. U S WEST is not required to inventory NID locations on behalf of CLEC.~~

~~9.5.3 Rate Elements~~

~~9.5.3.1 If CLEC requests a non-modular unit to be replaced with a modular NID, U S WEST will do so. Charges will be assessed for the NID and the technician's installation and travel time. Any costs associated with U S WEST's connection of CLEC's NID to U S WEST's NID will be charged to CLEC. This is a nonrecurring charge and is contained in Exhibit A of this Agreement.~~

~~9.5.3.2 Recurring rates for the single tenant NID are contained in Exhibit A of this Agreement. If a CLEC orders an Unbundled Loop, the recurring NID rate is included as part of the Unbundled Loop rate.~~

~~9.5.4 Ordering Process~~

~~9.5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form. Ordering processes and installation intervals are contained in Section 12 of this Agreement.~~The Qwest NID is defined as any means of interconnection of on-premises wiring and Qwest's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at a premises. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 9.3. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit CLEC to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other technically feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the customer premises wiring, it may not represent the demarcation point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the customer's on-premises wiring

against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the customer's on-premises wiring to the end user's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

9.5.1.1 Simple NID - The modular NID is divided into two (2) components, one containing the over-voltage unit (protector) and the other containing the end user's on-premises inside wiring termination, and a modular plug which connects the inside wire to the distribution plant or dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the distribution facilities.

9.5.1.2 Smart NID – To the extent Qwest has deployed "Smart" devices in general meaning a terminating device that permits the service provider to isolate the Loop facility from the premises wiring for testing purposes, and such devices have spare functioning capacity not currently used by Qwest or any other provider, Qwest shall provide unbundled access to such devices. Qwest shall also continue to allow CLEC, at its option, to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future regardless of whether or not CLEC terminates its own distribution facility on the NID.

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Terms and Conditions

9.5.2.1 A CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other technically feasible interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two. When provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's Loop facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, CLEC and the landowner shall determine procedures for such access.

9.5.2.1.2 Qwest shall allow CLEC to use all features and functionality of the Qwest NID including any protection mechanisms, test capabilities, or any other capabilities now existing or as they may exist in the future.

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either parties' end user customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

9.5.2.1.4 CLEC may enter the subscriber access chamber or "end user customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure. Charges will be assessed per section 9.5.3.4. No such charge shall be applicable if Qwest initiates the rearrangement of such terminations. In all such instances, rearrangements shall be performed in a non-discriminatory fashion and timeframe and without a customer's perceivable disruption in service. Qwest will not make any rearrangements of wiring that is provided by another carrier that relocates the other carrier's test access point without notifying the affected carrier promptly after such rearrangement if CLEC has properly labeled its cross connect wires.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide scale basis. At a CLEC's request, Qwest will change the NID on an individual request basis by CLEC and charges will be assessed per section 9.5.3.5 except where Section 9.5.5.1 applies. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes cross-connections necessary to provide service. At MTE NIDs, CLEC shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a cross connection to the customer's in-premises wiring. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a cross connection, to the customer's on-premises wiring.

9.5.2.4.1 Reserved for Future Use

9.5.2.4.2 Reserved for Future Use

9.5.2.4.3 Reserved for Future Use

9.5.2.4.4 Reserved for Future Use

9.5.2.5 If so requested by CLEC, Qwest shall allow CLEC to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If a CLEC accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.2.6 Reserved for Future Use

9.5.3 Rate Elements

9.5.3.1 If CLEC requests the current Simple NID to be replaced with a different Simple NID, pursuant to section 9.5.2.1, charges will be assessed on a time and materials basis with CLEC paying only for the portion of the change out that is specific to and for the functionality that supports CLEC requirements.

9.5.3.2 Recurring rates for unbundled access to the protector field in a Qwest NID are contained in Exhibit A of this Agreement and apply pursuant to 9.5.2.5.

9.5.3.3 When a CLEC requests that Qwest perform the work to connect its NID to the Qwest NID, the costs associated with Qwest performing such work will be charged to CLEC on a time and materials basis.

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure on CLEC request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

9.5.3.5. CLEC will be billed on a time and materials basis for any change out Qwest performs pursuant to Section 9.5.2.2. CLEC will be billed only for the portion of the change out that is specific to the CLEC request for additional capacity.

9.5.4 Ordering Process

9.5.4.1 Reserved for Future Use

9.5.4.2 CLEC may access a MTE NID after determining that the terminal in question is a NID. Qwest shall have ten (10) calendar days to respond to such an inquiry. If the terminal is a NID and CLEC wishes to access the customer field of the NID, no additional verification is needed by Qwest. CLEC shall tag their jumper wire.

9.5.4.2.1 When CLEC seeks to connect to a cross-connect field other than to the customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within 10 business days, if the connection is not technically feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points

of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and CLEC shall tag their jumper wire.

9.5.4.3 Subject to the terms of 9.5.4.2, CLEC may perform a NID-to-NID connection, according to 9.5.2.3, and access the customer field of the NID without notice to Qwest. CLEC may access the protector field of the NID by submitting a LSR.

9.5.5 Maintenance and Repair

9.5.5.1 If ~~U S WEST is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to CLEC. If U S WEST~~Qwest is dispatched to an end user's location on a maintenance issue and finds the~~modular~~ NID to be defective, ~~U S WEST~~Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be ~~device.~~responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in the Support Functions Section~~12~~ of this Agreement.

~~9.7 Unbundled Dark Fiber~~

~~9.7.1 Description~~

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1 ~~—~~Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within ~~U S WEST's~~Qwest's network. UDF is a single transmission path between two ~~U S WEST wire Wire centers Centers or between a U S WEST wire Wire center~~Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an ~~premise~~end user customer premises in the same LATA and state. UDF exists in ~~two~~three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an ~~existing~~deployed route between two ~~U S WEST wire center~~WireQwest Wire Centers;~~and~~ (b) UDF-Loop, which constitutes ~~an existing loop between a U S WEST wire centerWire Center and either a fiber distribution panel located atan appropriate outside plant structure or an end-user customer premises.~~ a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an end user customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or

capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity.

9.7.2 Terms and Conditions

9.7.2.1 ~~U S WEST~~Qwest will provide CLEC with non-discriminatory access to ~~UDF-IOF and UDF-Loop. U S WEST will provide UDF of substantially the same quality as the fiber facilities that U S WEST uses to provide service to its own end user customers within a reasonable time frame.~~UDF in accordance with section 9.1.2. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own end user customers.

9.7.2.2 ~~CLEC will provide U S WEST with non-discriminatory access to UDF-IOF and UDF-Loop. CLEC will provide UDF of substantially the same quality as the fiber facilities that CLEC uses to provide service to its own end user customers within a reasonable time frame.~~Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF, subject to the following conditions:

9.7.2.2.2.1 Unspliced fiber is available, subject to Section 9.7.2.5;

9.7.2.2.2.2 Available unspliced fiber is not ribbon fiber;

9.7.2.2.2.3 Splice capacity is available in the Qwest splice case;

9.7.2.2.2.4 Space exists for CLEC splice case;

9.7.2.2.2.5 Qwest will perform splice in Qwest splice case;

9.7.2.2.2.6 CLEC shall not have access to Qwest's splice case;

9.7.2.2.2.7 Qwest will provide a fiber stub for CLEC to splice the Qwest fiber stub to CLEC fiber strand in CLEC splice case;

9.7.2.2.2.8 Qwest will perform all splices in Qwest splice case when CLEC is not providing fiber facilities;

9.7.2.2.2.9 Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for CLEC;

9.7.2.2.2.10 CLEC will perform splices in CLEC splice case per Technical Publication 77383;

9.7.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and

9.7.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

9.7.2.2.3 CLEC may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to Section 9.19.

9.7.2.3 ~~U S WEST~~Qwest will provide CLEC with access to ~~existing~~deployed Dark Fiber facilities. CLEC shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. ~~U S WEST will not remove, and CLEC shall be permitted to use,~~Qwest will not remove, and CLEC shall be permitted to use, regenerating ~~regenerating equipment that already exists in mid-span.~~

~~9.7.2.4 U S WEST will provide Unbundled Dark Fiber to CLEC in increments of two strands (by the pair).~~

~~9.7.2.5 U S WEST shall not have an obligation to unbundle Dark Fiber in the following circumstances:~~

~~a) U S WEST will not unbundle Dark Fiber utilized for maintenance or reserved for maintenance spare. U S WEST shall not reserve more than 5% of the fibers in a sheath for maintenance or maintenance spare.~~

~~b) U S WEST will not unbundle Dark Fiber that, as of the day CLEC submits its order for Unbundled Dark Fiber, U S WEST has already designated for~~

~~use in an approved, or pending job on behalf of U S WEST or another CLEC.~~

~~c) U S WEST will not be required to unbundle Dark Fiber if U S WEST demonstrates to Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to provide its services as required by law. In such circumstances, U S WEST shall be relieved of its unbundling obligations during the pendancy of the proceeding before Commission.~~

~~9.7.2.6 U S WEST will provide CLEC with access to the existing Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, U S WEST will inform CLEC of the availability of single-mode and multi-mode fiber.~~

~~9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in U S WEST's Technical Publication 77383.~~

~~9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to U S WEST.~~

~~9.7.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC.~~

~~9.7.2.10 Upon reasonable notification to the CLEC as defined by Commission, U S WEST reserves the right to reclaim in part or in whole, UDF previously obtained by the CLEC. This condition would arise in those cases where U S WEST is in jeopardy of meeting or maintaining control of its obligation to provide services as required by law.~~

~~9.7.2.11 U S WEST will not combine a Dark Fiber element with another Unbundled Network Element or U S WEST services, or CLEC facilities. CLEC is responsible for connecting Dark Fiber with CLEC fiber optic terminal or other equipment.~~

~~9.7.2.12 CLEC must have Collocation at both ends of the UDF-IOF or at the Serving Wire Center of the UDF-Loop.~~

~~9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end-user premise. All negotiations with the premise end-user and or premise owner are solely the responsibility of the CLEC.~~

~~9.7.2.14 For a UDF-Loop terminating at an existing end-user premise FDP, U S WEST will provide to the CLEC an optical "jumper", not to exceed 30 feet in length, connected to the U S WEST UDF-Loop FDP.~~

~~9.7.2.15 CLEC is responsible for all permits, licenses, bonds, or other necessary legal authority and permission, at the CLEC's sole expense, in order to perform its obligations to gain access to UDF at an outside plant structure. The CLEC shall contact all owners of public and private Rights-of-Way to obtain their permission required to perform the necessary work to access UDF. CLEC facilities shall be placed and maintained in accordance with the requirements and specifications of applicable Fiber~~

~~Communications Standards, the National Electrical code, the National Electrical Safety Code, the rules and regulations of the Occupational Safety and Health Act, and any governing authority having jurisdiction. Access to Right-of-Way shall be in accordance with Section 10.8 (Access to Poles, Ducts, Conduit, and Right-of-Way).~~

~~9.7.2.16 The CLEC will incur all costs associated with returning the UDF to its original condition when they disconnect UDF.~~equipment that already exists in mid-span.

9.7.2.4 Qwest will provide Unbundled Dark Fiber to CLEC in increments of two (2) strands (by the pair). In addition, after May 31, 2001, Qwest will provide UDF to CLEC in increments of one (1) strand. CLEC may obtain up to twenty five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12) month period. Before CLEC may order additional UDF on such fiber cable segment, CLEC must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E -UDF is defined as providing a minimum of OC -3 termination on each fiber pair. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar days of denying CLEC's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and provisioning processes of Section 9.7.3 shall continue.

9.7.2.6 Qwest will provide CLEC with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform CLEC of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 CLEC is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 CLEC shall not use UDF as a substitute for special or switched access services, except to the extent CLEC provides "a significant amount of local exchange traffic" to its end users over the UDF as set forth by the FCC (See 9.23.3.7.2).

9.7.2.10 Upon thirty (30) calendar days notification to CLEC, Qwest may initiate a proceeding to reclaim Dark Fiber strands from CLEC that were not serving end user customers at the time of Qwest's notice to CLEC. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its carrier of last resort obligations as established by any regulatory authority. In such proceeding, CLEC shall not object to using the most expeditious procedure available under state law, rule or regulation. CLEC shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at CLEC's sole risk of any reclamation approved by the Commission, including the risk of termination of service to end user customers. CLEC may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use

9.7.2.12 CLEC must have established Collocation or other technically feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of either the UDF-Loop or the E –UDF unless Loop and transport combinations are ordered. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop or E-UDF with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate central offices within a UDF or at central offices where CLEC's UDFs are cross connected. CLEC has no access to UDF at those intermediate central offices.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, CLEC is responsible for all work activities at the end user premises. All negotiations with the premises end user and or premises owner are solely the responsibility of CLEC.

9.7.2.14 For a UDF-Loop terminating at an existing end user premises FDP, Qwest will provide to CLEC an optical "jumper", not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 The Remote Collocation provisions and §9.3.8.1 of this Agreement apply where CLEC needs to gain access to UDF at an outside plant structure.

9.7.2.16 CLEC will incur all costs associated with disconnecting the UDF from its side of the network demarcation point.

9.7.2.17 Qwest and CLEC will jointly participate in continuity testing within the

provisioning interval established in Exhibit C. Qwest and CLEC must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and CLEC shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: Qwest and CLEC shall mutually agree on the Wire Center at which Qwest must provide a light detector and the Wire Center at which CLEC must provide light generating equipment.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the appropriate outside plant structure or end user customer premises.

9.7.2.17.3 E-UDF: Qwest will provide the light detector at the Serving Wire Center, and CLEC will provide the light generating equipment at the CLEC Wire Center.

9.7.2.18 If, within ten (10) days of the date Qwest provisioned an order for UDF, CLEC demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of CLEC, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross-connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a CLEC disconnect order, Qwest will refund the nonrecurring charges associated with the provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Qwest shall allow CLEC's to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDPS or equivalent in the central office, customer premises or at Qwest owned outside plant location (e.g CEV, RT or hut).

9.7.2.20 Qwest shall allow CLEC to access Dark Fiber that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to Dark Fiber with the connecting Local Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

~~9.7.3.1 Prior to placing an order for UDF, CLEC must first establish a Collocation arrangement in each of the necessary U S WEST Wire Centers. The CLEC must establish proper ICDF demarcation points as part of their collocation build in order to accommodate the UDF optical terminations.~~

~~9.7.3.2~~9.7.3.1 The first step of the UDF ordering process is the inquiry process. ~~The CLEC must submit a UDF inquiry throughtheir account team.~~ The UDF inquiry is used to determine the availability of UDF between ~~the two requested locations, UDF-IOF~~

~~or UDF-Loop. The CLEC must specify the two U S WEST~~any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an end user premises, or between a Qwest Wire Center and ~~offices or End-user Premise location and the number of fibers requested. U S WEST will inform CLEC of the availability of dark fiber that will meet the CLEC's request, if any, within 10 business days for an Initial Records Inquiry (IRI) and 30 business days for a Mid-Point Structure Inquiry (MPSI).~~an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.

9.7.3.1.1 CLEC must submit a UDF inquiry through its account team. CLEC must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify CLEC, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy CLEC's request, (ii) UDF is not available to satisfy CLEC's request; or (iii) Qwest, in writing, denies CLEC's request pursuant to Section 9.7.2.5 (b), Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF Inquiry Response will contain up to five (5) available UDF routes between the CLEC-specified end locations. If additional routes are available, Qwest will notify CLEC that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 CLEC will establish network demarcation points to accommodate UDF optical terminations via Collocation or other technically feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, CLEC must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network demarcation points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to CLEC, Qwest can begin processing the UDF provisioning order upon receipt of the UDF provisioning request. If the preliminary APOT address is changed by CLEC, a new provisioning time line for UDF must be established.

9.7.3.3 Based on the CLEC request ~~(UDF-Loop or UDF-IOF), there are two possible scenarios.~~ (UDF-Loop, UDF-IOF or E -UDF), there are two (2) possible termination scenarios.

~~Termination at a Mid-Point Structure~~

9.7.3.3.1 ~~If spare fiber is available, and the CLEC chooses to proceed, and the request is for UDF-Loop going to a mid-point~~Termination at an Outside Plant Structure: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the ~~CLEC will submit the~~Remote Collocation provisions of this Agreement will apply. ~~Field Verification Quote Preparation (FVQP) form. U S WEST will~~ Qwest will prepare and submit to~~the~~ CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. ~~FVQP within 20 business days of the submission of the FVQP form by the CLEC.~~ Quotes are on an Individual Case Basis (ICB) and will include costs and ~~number of days required to provision the service.~~ an interval in accordance with Exhibit C.

9.7.3.3.2 ~~U S WEST will begin the provisioning process upon notification from the CLEC to proceed and the receipt of 50% of the quoted amount. The~~

~~notification to proceed is accomplished by completing, signing and returning the original FVQP to the account manager. The account manager will notify the CLEC when provisioning is complete and the remaining quoted amount, the non-recurring charges, and recurring charges will be billed.~~

~~**Termination at U S WEST Wire Center or End-user Premise**~~Reserved for Future Use

9.7.3.3.3 Termination at Qwest Wire Center, End-user Premises or CLEC Wire Center: If spare fiber is available, and~~the~~ CLEC chooses to proceed, and the request is for ~~a UDF-IOF or a~~UDF-IOF, UDF-Loop going to ~~a end-user premise, U S WEST~~an end user premises, or E-UDF going to a CLEC Wire Center, Qwest will begin the provisioning process upon notification from~~the~~ CLEC to proceed and the receipt of ~~50% of the non-recurring~~fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning ~~of~~intervals for this type of request ~~will take 20 business days. The~~are set forth in Exhibit C. CLEC will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

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

9.7.3.5 CLEC may reserve Dark Fiber for CLEC during Collocation builds. Prior to reserving space, CLEC must place an inquiry pursuant to section 9.7.3.1 of this Agreement and receive a UDF Inquiry Response that reflects that the route to be reserved is available. CLEC is also strongly encouraged to request a Field Verification that the route to be reserved is available. If CLEC does not obtain Field Verification, CLEC assumes the risk that records upon which the UDF Inquiry Response is based may be in error. CLEC may reserve UDF for thirty (30), sixty (60), or ninety (90) days. CLEC may extend or renew reservations if there is delay in completion of the Collocation build. All applicable UDF recurring charges specified in sections 9.7.5.2 will be assessed at the commencement of the reservation. Non-recurring charges for provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and ~~U S WEST~~Qwest cross connections will be repaired by ~~U S WEST.~~Qwest. Maintenance and Repair processes are contained in ~~Section 12 (Operational~~the Support Functions Section of this ~~Support Systems (OSS)).~~Agreement

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of CLEC, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross-connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot

replace the UDF with available pairs, then it, upon receipt of a CLEC disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark ~~Fiber~~fiber rates are contained in Exhibit A of this Agreement and include the following elements:

~~a)~~a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by~~the~~ CLEC. A simple IRI determines if UDF is available between two Qwest Wire Centers or between a Qwest Wire Center and ~~U S WEST will bill the CLEC the IRI immediately upon receipt of the inquiry.~~

~~b)Mid-Point Structure Inquiry (MPSI) (Loop only). This rate element is a pre-order records research effort that (1) includes IRI to determine the availability of UDF and (2) records research to locate the closest~~Qwest customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. ~~U S WEST will locate the closest point in which~~ Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.
~~b)access is available (via an existing structure and FDP).~~

~~c)~~b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to~~the~~ CLEC at locations other than ~~U S WEST~~Qwest Wire Centers or an ~~end-user~~end user premises. ~~U S WEST~~Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for ~~90 calendar days. This charge is not applied when the demarcation points are in the a wire center~~Wire Centers or an end-user premises.

thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and customer premises (i.e., IRI). If FVQP is applicable pursuant to this section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.
c) Field Verification. This rate element is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and~~the~~ CLEC chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a~~has~~

~~both a recurring and~~ recurring rate element~~non-recurring component~~ and provides a termination at the interoffice FDP within the ~~U S WEST~~Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

b) UDF-IOF Fiber Transport, (Per ~~Mile)This~~ Pair) Rate Element. This rate element has both a recurring and a nonrecurring component and applies per pair. This rate element provides a transmission path between Qwest Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to CLEC's optical demarcation point (ICDF). A minimum of two (2) UDF-IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The nonrecurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-IOF.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

b) UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the customer premises or an appropriate outside plant structure.

c) UDF-Loop Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross-connects already in place prior to CLEC's order for UDF-Loop.

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

a) E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at the CLEC Wire Center. Two E-UDF terminations apply per pair.

b) E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the CLEC Wire Center.

c) E-UDF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross-connects already in place prior to CLEC's order for E-UDF.

9.20 Unbundled Packet Switching

Qwest shall provide CLEC with unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions.

9.20.1 Description

9.20.1.1 Unbundled Packet Switching provides the functionality of delivering and routing packet data units via a virtual channel to a CLEC demarcation point. Unbundled Packet Switching includes use of a distribution Loop and virtual transport facilities as well as the DSLAM functionality with the routing and addressing functions of the packet switch necessary to generate the virtual channel.

9.20.2 Terms and Conditions

9.20.2.1 CLEC may obtain unbundled packet switching only when all four of the following conditions are satisfied in a specific geographic area:

9.20.2.1.1 Qwest has deployed digital Loop carrier systems, including but not limited to, integrated digital Loop carrier or universal digital Loop carrier systems or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section.

9.20.2.1.2 There are no spare copper Loops available capable of supporting the xDSL services the requesting carrier seeks to offer.

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a Remote Qwest Premises but has not permitted CLEC to collocate its own DSLAM at the same Remote Qwest Premises or collocating a CLEC's DSLAM at the same Qwest

Premises will not be capable of supporting xDSL services at parity with the services that can be offered through Qwest's Unbundled Packet Switching.

9.20.2.1.4 Qwest has deployed packet switching capability for its own use.

9.20.2.2 A demarcation point must be established to the Qwest packet switch serving the DSLAM of the end user customer to which CLEC is providing data services.

9.20.2.3 Qwest will provide CLEC with virtual channels at a physical network demarcation point such as a DSX-1 or DSX-3 in the central office in which the packet switch is located.

9.20.2.4 The ATM virtual channels provided to CLEC shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T 1.371/ATM Forum.

9.20.2.5 CLEC must specify the number of virtual channels, the bit rate for each virtual channel, and the quality of service for each virtual channel. Qwest will commit to satisfy the request to the extent feasible. Qwest will provide CLEC with Unspecified Bit-Rate (UBR) for each channel, and a minimum bit rate.

9.20.2.6 Qwest will provision CLEC specified options as available for each virtual channel in its OSS.

9.20.2.7 Qwest shall provide CLEC with Packet Network Management capacity through its service order activities. CLEC shall have access to Qwest's Packet Network Management Systems if, and only if, such Packet Network Management System capacity can be partitioned and made available to CLEC.

9.20.2.8 CLEC shall provide the customer premises modem. Customer premises equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.

9.20.3 Rate Elements

9.20.3.1 Unbundled Packet Switch Customer Channel – This rate element consists of two (2) rate sub elements: DSLAM functionality and virtual transport.

9.20.3.1.1 DSLAM - –Both a nonrecurring rate and a recurring rate shall apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7 Mbps.

9.20.3.1.2 Virtual Transport – This includes virtual Loop transport from the DSLAM to the Qwest Wire Center and virtual interoffice transport from the Wire Center serving the end user customer to the Wire Center containing the packet switch. Both a nonrecurring rate and a recurring rate shall apply. If CLEC provisions its own transport, then this rate element shall not apply.

9.20.3.2 Unbundled Packet Switch Loop Capability – This element includes Loop facilities between the remote DSLAM and the end user customer premises and will vary depending on the type of Loop elements, which may be either a Dedicated Loop or Shared Loop. If CLEC provisions its own transport from the end user customer to the DSLAM, this rate element shall not apply.

9.20.3.3 Unbundled Packet Switch Interface Port - CLEC obtains the Unbundled Packet Switch Interface Port currently contained within Qwest's network. This Port may be a DS1 or DS3 Port on a packet switch allowing virtual channels to be connected and transmitted to CLEC network.

9.20.4 Ordering Process

9.20.4.1 Prior to placing an order for unbundled packet switching CLEC must have provided Qwest a Collocation application, Collocation space availability report pursuant to Section 8.2.1.9, or a Collocation forecast to place a DSLAM in a Qwest Remote Premises containing a Qwest DSLAM and been denied such access.

9.20.4.2 Prior to placing an order for Unbundled Packet Switch Customer Channel, CLEC must have established or be in the process of establishing continuity between CLEC network and an Unbundled Packet Switch Interface Port.

9.20.4.3 To order unbundled packet switching, CLEC will place two (2) orders via an LSR, which orders will be provisioned according to the intervals set forth in Exhibit C once the continuity as set forth in the preceding section is established.

9.20.4.3.1 Network Interface Order to establish connectivity between CLEC network and Qwest Unbundled Packet Switch Interface Port: CLEC must specify bandwidth requirement of DS1 or DS3. Qwest will combine transport UNE to Unbundled Packet Switch Interface Port.

9.20.4.3.2 Customer channel order to establish linkage between end user customer equipment and Qwest's packet network: CLEC must specify remote DSLAM address, end user customer address, quality of service requested, and bit-rate requested.

9.20.5 Maintenance and Repair

Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest. Maintenance and Repair processes are contained in Section 12.

9.21 UNE-P Line Splitting

9.21.1 Description

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

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The customer of record will order the insertion of a POTS splitter. Qwest is not responsible for providing the splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper Loop.
9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user. The POTS splitter must meet the requirements for central office equipment Collocation set by the FCC or be compliant with ANSI T1.413.
9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.
9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.
9.21.2.1.5 The customer of record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess bridged taps. If CLEC requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.
9.21.2.1.6 POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, POTS splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of cross connections and the same length of the tie pairs as it uses for Line Sharing.9.21.2.1.7 Reserved for Future Use
9.21.2.1.8 POTS splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

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

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.
9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Non-Recurring Rates for the UNE-P Line Splitting

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

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

9.21.3.3 Non-Recurring Rates for Maintenance and Repair

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

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

9.21.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

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

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

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

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

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

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

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

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

9.21.5 Billing

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

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

9.21.6 Repair and Maintenance

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

9.21.6.2 The customer of record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

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

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

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

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

9.21.6.3.4 When trouble reported by the customer of record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage),

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

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

9.21.6.5 When POTS splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for central office equipment set by the FCC.

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

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 that is the billed customer 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.

9.24 Loop Splitting

9.24.1 Description

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

9.24.1.1 With regard to Qwest current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its SGAT to eliminate the limitation of Loop Splitting to existing Unbundled Loops.

9.24.2 Terms and Conditions

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS splitter installed in the Qwest Wire Center that serves the end user. The POTS splitter must meet the requirements for central office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess bridged taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2. If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is unacceptable to CLEC, customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS splitters will be appropriately hard-wired

or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC to CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS splitter Collocation requirements are covered in the Line Sharing Section of this Agreement.

9.24.3 Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting.

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Non-Recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-Recurring Rates for Maintenance and Repair

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

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

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

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

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The customer of record will determine, in its sole

discretion and at its risk, whether to add data services to any specific Unbundled Loop.

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

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

9.24.4.1.4 The customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The customer of record shall submit the appropriate LSR's associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the customer of record, on a monthly basis, within seven to ten (7-10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format.

9.24.5.2 Qwest shall bill the customer of record for all recurring and nonrecurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS splitter.

9.24.6.2 The customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between network interface devices at the user premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the CLEC that is the billed customer for Loop Splitting. The customer of record may

designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or maintenance and repair functions.

9.24.7.2 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.

9.24.7.3 The customer of record shall hold Qwest harmless with regard to any harm 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, including but not limited to user identifications, digital certificates and SecurID cards, that allow person to access the records of the customer of record unless such access and security devices through the customer of record were wrongfully obtained by such person through the willful or negligent behavior of Qwest.