

**STATEMENT OF GENERALLY AVAILABLE
TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK
ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS
SERVICES PROVIDED BY
Qwest
IN THE STATE OF WASHINGTON**

SGAT "lite" filed June 21, 2001

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Section 1.0 - GENERAL TERMS

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

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

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

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

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

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

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

~~the section amended shall be considered withdrawn, and no CLEC may adopt the section considered withdrawn following the filing of any amendment, even if such amendment has not yet been approved or allowed to take effect.~~

~~1.8 If this document is being used as the basis for negotiations of an Interconnection Agreement, U S WEST and CLEC mutually agree as follows: pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.~~

1.2 Intentionally Left Blank

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

~~1.4 Individual CLECs may adopt this SGAT, in lieu of entering into an individual Interconnection agreement, by signing the Signature Page in Section 22 of this SGAT and by delivering a signed copy of this SGAT to Qwest, pursuant to the notice provision of this SGAT contained in Section 5.21. Upon adoption of the SGAT by CLEC, the SGAT becomes an Interconnection agreement between Qwest and CLEC (Agreement). The date on which Qwest receives an executed copy of this SGAT shall hereafter be referred to as the "Effective Date" of the Agreement between Qwest and CLEC. Qwest shall notify CLEC of the Effective Date pursuant to these notice provisions. The Parties shall satisfy all state Interconnection Agreement filing requirements.~~

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

1.6 Intentionally Left Blank

~~1.7 Once this SGAT is approved or permitted to go into effect, any amendment or modification to the SGAT by Qwest will be accomplished through Section 252 of the Act. When Qwest files an amendment to the SGAT with the Commission, Qwest shall provide notice of such filing through the Co-Provider Industry Change Management Process ("CICMP"). Qwest shall also request that the Commission notify all interested parties of the filing. In addition, any amendment to the SGAT filed by Qwest shall have no effect on the SGAT (either to withdraw or replace effective provisions) until such amendment is approved by the Commission or goes into effect by operation of law. Once CLEC executes Section 22 and delivers a signed copy to Qwest pursuant to the notice provisions of this SGAT, the currently effective SGAT will become the Interconnection Agreement between CLEC and Qwest ("this Agreement"), and shall be subject to the same rules and laws as other Interconnection Agreements in effect in this state.~~

Once this SGAT becomes the Interconnection Agreement between CLEC and Qwest, this Agreement can only be amended in writing executed by the duly authorized representatives of the Parties.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and CLEC desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in this SGAT, no formal amendment to the Interconnection Agreement is necessary. Qwest will notify CLEC of the availability of these new services through the product notification process through the CICIMP. CLEC must first complete the relevant section(s) of the New Product Questionnaire to establish ordering and billing processes. Then by placing its orders, CLEC agrees to abide by all of the then current rates, terms and conditions as set forth in Qwest's then current template CLEC Interconnection agreement applicable to such new services.

1.7.1.1. If CLEC wishes to negotiate an amendment with different terms and conditions than defined in Qwest's then current CLEC Interconnection template agreement, CLEC agrees to abide by those terms and conditions by executing an interim agreement based upon Qwest's then current CLEC Interconnection template agreement. The interim amendment will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the amendment will relate back to the date the interim amendment was executed. No new product offering will be construed to limit, eliminate, or add to any rates, terms or conditions existing in this Agreement.

1.7.2 Either Party may request an amendment to the Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar days after receipt of the request either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

1.8 Because this SGAT is Qwest's standard contract offer, CLECs with a current Interconnection Agreement may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current Interconnection Agreement.

1.8.1 When opting into a provision, Qwest may require CLEC to accept legitimately related provisions to ensure that the provision retains the context set forth in the SGAT. At all times, Qwest bears the burden of establishing that an SGAT provision is legitimately related.

1.8.2 To opt into a provision of the SGAT through Section 252(i), CLEC must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT selected in the form of a proposed amendment to the Interconnection Agreement, which has been signed by the CLEC. Qwest shall make a form or sample amendment as well as the currently effective SGAT, available in electronic form for use by CLEC to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that

Qwest believes are legitimately related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are legitimately related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not legitimately related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In extraordinary circumstances, where CLEC's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify CLEC in writing within fifteen (15) business days from the notice and advise CLEC that additional time is necessary. In no event shall a reasonable period of time be deemed to be greater than twenty (20) business days from the time of CLEC's notice.

1.8.3 If Qwest has identified additional provisions that Qwest believes are legitimately related and has specified provisions in the proposed amendment to which those provisions are not legitimately related, CLEC may provide Qwest with a revised proposed amendment that deletes the disputed provisions, which Qwest shall accept and sign. Regardless of whether CLEC provides Qwest with a revised proposed amendment, if CLEC disputes Qwest's written response that additional SGAT provisions are legitimately related, then CLEC may immediately demand that the dispute be submitted to dispute resolution and CLEC shall submit such dispute to dispute resolution within fifteen (15) days from such receipt of Qwest's response. CLEC may, at its sole option, elect to have the dispute resolution conducted through one of the following methods of dispute resolution:

1.8.3.1 The dispute may be settled by the Commission. Such dispute resolution shall be conducted pursuant to Commission rules or regulations specifying a procedure for submission, hearing and resolving issues pursuant to Section 252(i) of the Act or rules and regulations specifying procedures for submission of a dispute arising under an Interconnection Agreement, as appropriate. If the Commission shall not have established any such rules or regulations, CLEC may file a complaint with the Commission. The Commission may elect to hear the complaint under expedited procedures.

1.8.3.2 The dispute may be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. All expedited procedures prescribed by AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Except for a finding of bad faith as set forth in 1.8.3.3, each Party shall bear its own costs and attorney's fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the metropolitan area or in another mutually agreed upon location.

1.8.3.3 Each Party to the dispute shall bear the responsibility of paying its own attorney's fees and costs in prosecuting/defending the action. However, if either Party is found to have brought or defended the action in "bad faith", then that Party shall be responsible for reimbursing the other Party for its reasonable attorney's fees and costs in prosecuting or defending the action.

1.8.4 If Qwest accepts a CLEC proposed change to adopt certain SGAT language and signs the amendment, the Parties shall begin abiding by the terms of the amendment immediately upon CLEC's receipt of the signed amendment. Qwest shall be responsible for submitting the proposed change to the Commission for its approval within ten (10) business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

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

2.2 The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the "Existing Rules"). Among the Existing Rules are the results of arbitrated decisions by the Commission which are currently being challenged by intended to be in compliance with and based, on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of the date hereof (the "Existing Rules"). Nothing in this Agreement shall be deemed an U S WEST or CLEC. Among the Existing Rules are certain FCC rules and orders that are the subject of, or affected by, the opinion issued by the Supreme Court of the United States in *AT&T Corp., et al. v. Iowa Utilities Board, et al.* on January 25, 1999. Many of the Existing Rules, including rules concerning which Network Elements are subject to unbundling requirements, may be changed or modified during legal proceedings that follow the Supreme Court opinion. Among the Existing Rules are the FCC's orders regarding BOCs' applications under Section 271 of the Act. U S WEST is basing the offerings in this Agreement on the Existing Rules, including the FCC's orders on BOC 271 applications. Nothing in this Agreement shall be deemed an admission by U S WEST concerning the interpretation or effect of the Existing Rules or an admission by U S WEST that the Existing Rules should not be vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop U S WEST or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. This Section 2.2 shall be considered part of the rates, terms and conditions of each interconnection service and network element arrangement contained in this Agreement, and this Section 2.2 shall be considered legitimately related to the purchase of each interconnection service and network element arrangement contained in this Agreement. admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the

Existing Rules should be changed, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed, or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, or if any time during such sixty (60) day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected or if requested by CLEC, amended as set forth in the Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. For purposes of this section, "legally binding," means that the legal ruling has not been stayed, no request for a stay is pending, and if any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. Cases of conflict may include the addition of rates, terms or conditions.

Section 3.0 - ~~IMPLEMENTATION SCHEDULE~~ CLEC INFORMATION

3.1 Except as otherwise required by law, ~~U S WEST~~Qwest will not provide or establish Interconnection, ~~unbundled network elements, Unbundled Network Elements,~~ ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. ~~The date on which CLEC signs and delivers an executed copy of this Agreement, in accordance with Section 1, shall hereafter be referred to as the "Effective Date" of the Agreement between U S WEST and CLEC. Thereupon, the Parties shall complete U S WEST's Qwest's "CLEC Questionnaire," and negotiate an interconnection implementation schedule as it applies to CLEC's obtaining of Interconnection, unbundled network elements, Unbundled Network Elements,~~ ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete the following sections of Qwest's "New CLEC Questionnaire;": (i) general information, (ii) billing and collection including: credit information, billing information and summary billing, (iii) OSS and Network Outage Notification Contact Information, (iv) System Administration Contact Information, (v) ordering information for LIS Trunks, Collocation, and Associated products (if CLEC plans to order these services), and (vi) design layout request-LIS Trunking and Unbundled Loop (if CLEC plans to order these services). The remainder of this questionnaire U S WEST's "CLEC Questionnaire," must be completed within two (2) weeks for Qwest to continue processing new orders. This questionnaire will then be used to:

~~Determine to:~~ (i) determine geographical requirements;
~~Identify requirements;~~ (ii) identify CLEC Identification Codes;
~~Determine U S WEST Codes;~~ (iii) determine Qwest system requirements to support CLEC's specific activity;
activity, (iv) collect credit information, and (v) obtain ~~Collect credit information;~~
~~Obtain billing information;~~
~~Create summary bills;~~
~~Establish input and output requirements;~~
~~Create and distribute U S WEST and CLEC contact lists; and~~
~~Identify CLEC hours and holidays.~~

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks for Qwest to continue processing new orders. This questionnaire will then be used to: (i) determine geographical requirements; (ii) identify CLEC Identification Codes; (iii) determine Qwest system requirements to support CLEC's specific activity, (iv) collect credit information, (v) obtain billing information, (vi) create summary bills, (vii) establish input and output requirements, and (viii) create and distribute Qwest and CLEC contact lists; and identify CLEC hours and holidays.

3.2.2 CLEC's that have previously completed a Questionnaire need not fill out a new CLEC Questionnaire if no changes in the information required have occurred. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and either 1) utilize the process set for the in Section 1.7.1 or 2) execute an amendment.

~~3.3 Prior to placing any orders for services under this Agreement, the Parties will finalize an interconnection implementation schedule. Subject to the terms and conditions of this~~

~~Agreement, each Party shall exercise reasonable efforts to adhere to the interconnection implementation schedule.~~

~~3.4 — CLEC will provide an initial two year forecast prior to placing any orders for service under this Agreement. During the first year of the term of this Agreement, the forecast shall be updated and provided to U S WEST on a quarterly basis. During the remaining term of this Agreement, CLEC will provide updated forecasts from time to time, as requested by U S WEST. The information provided pursuant to this paragraph shall be considered Proprietary Information under the Nondisclosure Section 5.16 of this Agreement. The initial forecast will minimally provide:~~

~~3.4.1 — The date service will be offered (by city and/or state);~~

~~3.4.2 — The type and quantity of service(s) which will be offered;~~

~~3.4.3 — CLEC's anticipated order volumes; and~~

~~3.4.4 — CLEC's key contact personnel.~~

billing information, (vi) create summary bills, (vii) establish input and output requirements, (viii) create and distribute Qwest and CLEC contact lists; and identify CLEC hours and holidays. CLEC's that have previously completed a Questionnaire need not fill out a new CLEC Questionnaire if no changes in the information required have occurred. Before placing an order for a new product, CLEC will need to complete the relevant new product questionnaire and either 1) utilize the process set for the in Section 1.7.1 or 2) execute an amendment.

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Section 4.0 - DEFINITIONS

4.1 "Access Service Request" or "ASR" means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to order trunking and facilities between ~~the~~ CLEC and U-S WESTQwest for Local Interconnection Service.

4.2 "Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.

4.3 "Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Washington Utilities and Transportation Commission.

4.4 "Application Date" or "APP" means the date ~~the end user~~ CLEC provides U-S WESTQwest a firm commitment and sufficient information to provide service.

4.5 "Automatic Number Identification" or "ANI" means a Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party.

4.6 "Basic Exchange Features" are optional end user switched services that include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

4.7 "Basic Exchange Telecommunications Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

4.8- "Bona Fide Request" or "BFR" means a request for a new ~~interconnection~~ Interconnection or unbundled element not already available in this Agreement for the provision of local ~~telecommunications services.~~ Telecommunications Services.

4.9 "Busy Line Verify/Busy Line Interrupt" or "BLV/BLI Traffic" means a call to an operator service in which the caller inquires as to the busy status of or requests an interruption of a call on another end user's Basic Exchange Telecommunications Service line.

4.10 "Calling Party Number" or "CPN" is a Common Channel Signaling (~~"CCS")~~ (CCS) parameter which refers to the number transmitted through a network identifying the calling party. Reference U-S WESTQwest Technical Publication 77342.

4.11 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

4.11.1 "End Office Switches" which are used to terminate end user station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.11.2 ~~_____~~ "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch or is ~~Accessed~~ used to connect and switch trunk circuits between and among other Central Office Switches. A fact-based consideration of geography and function should be used to classify any switch. Qwest ~~access~~ tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.

4.12 "Collocation" is an arrangement where ~~space is provided in a U S WEST Wire Center~~Qwest provides space in Qwest Premises for the placement of CLEC's equipment to be used for the purpose of Interconnection or access to ~~U S WEST unbundled network elements. U S WEST offers six~~Qwest Unbundled Network Elements. Qwest offers eight (8) Collocation arrangements: Virtual Collocation, Caged Physical Collocation, Cageless Physical ~~Collocation Shared, Adjacent, and~~Collocation, Shared Caged Physical Collocation, Adjacent Collocation, Interconnection Distribution Frame Collocation, Common Area Splitter Collocation, and Remote Collocation.

4.12(a) "Collocation – Point of Interconnection" or "C-POI" is the point outside Qwest's Wire Center where CLEC's fiber facility meets Qwest's Fiber Entrance Facility, except where CLEC uses an Express Fiber Entrance Facility. In either case, Qwest will extend or run the Fiber Entrance Facility to CLEC's Collocation Space.

4.13 "Commission" means the Washington Utilities and Transportation Commission.

4.14 "Common Channel Signaling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special signaling network fully separate from the public voice switched network elements that carry the actual call.

4.15 "Competitive Local Exchange Carrier" or "CLEC" refers to a ~~party~~Party that has submitted a request, pursuant to Sections 1 and 3 of this Agreement, to obtain Interconnection, access to ~~unbundled network elements,~~Unbundled Network Elements, ancillary services, or resale of Telecommunications Services pursuant to the terms of this Agreement. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (~~"ILEC"~~)-(ILEC).

4.16 "Designed, Verified and Assigned Date" or "DVA" means the date on which implementation groups are to report that all documents and materials have been received and are complete.

4.17 "Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

4.18 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

4.19 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

4.20 "Enhanced Services" means any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscribers transmitted information; that provide the subscriber with different or restructured information; or involve end user interaction with stored information.

~~4.20.21~~ "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a BelleoreTelcordia document that defines industry standards for exchange message records.

~~4.21 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the local calling area as defined by U S WEST's then current EAS/local serving areas, and as determined by the Commission.~~

~~4.22 "Facility Complete Date" or "FCD" means the date all pre-service tests are performed, including stress tests.~~

~~4.23 "Firm Order Confirmation Date" or "FOC" means the notice U S WEST provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by U S WEST for the provisioning of the service requested.~~

~~4.24 "Integrated Digital Loop Carrier" means a subscriber loop carrier system, which integrates multiple voice channels within the switch on a DS1 level signal.~~

~~4.25 "Interconnect & Resale Resource Guide" is a U S WEST document that provides information needed to request services available under this Agreement. It is available on U S WEST's Web site:~~

~~———— <http://www.uswest.com/carrier/guides/interconnect/index.html>.~~

~~4.26 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.~~

~~4.27 "Interexchange Carrier" (IXC) means a carrier that provides interLATA or IntraLATA Toll services.~~

~~4.28 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.~~

~~4.29 "Exchange Access (IntraLATA Toll) is defined in accordance with U S WEST's current intraLATA toll serving areas, as determined by U S WEST's state and interstate tariffs and excludes toll provided using Switched Access purchased by an IXC.~~

~~4.30 “Local Exchange Carrier” (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.~~

~~4.31 “Local Interconnection Service (LIS) Entrance Facility” is a DS1 or DS3 facility that extends from CLEC’s switch location or Point of Interconnection (POI) to the U S WEST Serving Wire Center. An Entrance Facility may not extend beyond the area served by the U S WEST Serving Wire Center.~~

~~4.32 “Local Interconnection Service (LIS)” is a terminating, trunk-side service provided between the POI of CLEC’s network and U S WEST’s network for the purpose of completing calls from CLEC’s end user customers to U S WEST’s end user customers. Exchange Service (EAS/Local) calls begin and end within a Local Calling Area or Extended Area Service (EAS) area which has been defined by the Commission. Trunking connections for these local calls may exist between CLEC and U S WEST’s End Offices or Local Tandem. Exchange Access (IntraLATA and Toll) or Jointly Provided Switched Access calls are completed with trunking connections to the access tandem.~~

~~4.33 “Local Loop Transmission” or “Loop” or “Unbundled Loop” means the entire transmission path which extends from the network interface device or demarcation point at an end user’s premises to the Main Distribution Frame or other designated frame or panel in a Party’s Wire Center which serves the end user.~~

~~4.34 “Local Service Request” or “LSR” means the industry standard forms and supporting documentation used for ordering local services.~~

~~4.35 “Main Distribution Frame” or “MDF” means a U S WEST distribution frame (e.g., COSMIC frame) used to connect U S WEST cable pairs and line and trunk equipment terminals on a U S WEST switching system.~~

~~4.36 “MECAB” refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Bellcore^{4.22} “Exchange Service” or “Extended Area Service (EAS)/Local Traffic” means traffic that is originated and terminated within the local calling area determined by the Commission.~~

4.23 “Facility Complete Date” or “FCD” means the date all pre-service tests are performed, including stress tests.

4.23 (a) “Finished Services” means complete end to end services offered by Qwest to wholesale or retail customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

4.24 “Firm Order Confirmation” or “FOC” means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the provisioning of the service requested.

4.24(a) Individual Case Basis - (ICB) - Each UNE or resale product marked as ICB will be handled individually on a pricing and/or interval commitment basis. Where ICB appears, CLEC should contact their account team for pricing, ordering, provisioning or maintenance information.

4.25 "Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates multiple voice channels within the switch on a DS1 level signal.

4.26 Intentionally Left Blank

4.27 "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, Exchange Access and Jointly Provided Switched Access traffic.

4.28 "Interexchange Carrier" (IXC) means a carrier that provides InterLATA or IntraLATA Toll services.

4.29 "Internet Related Traffic" refers to dial-up access through an entity which may include computer processing, protocol conversions, information storage or routing with transmission to enable users to access internet content or data services.

4.30 "Exchange Access (IntraLATA Toll) is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and excludes toll provided using Switched Access purchased by an IXC.

4.31 "Local Exchange Carrier" (LEC) means any carrier that is engaged in the provision of telephone Exchange Service or Exchange Access. Such term does not include a carrier insofar as such carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.

4.32 "Local Interconnection Service (LIS) Entrance Facility" is a DS1 or DS3 facility that extends from CLEC's switch location or Point of Interconnection (POI) to the Qwest Serving Wire Center. An Entrance Facility may not extend beyond the area served by the Qwest Serving Wire Center.

4.33 "Local Interconnection Service (LIS)" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the Loop demarcation point at an end user's premises. The Local Loop network element includes all features, functions, and capabilities of such transmission facility. 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 (DSLAM)), and line conditioning. The Local Loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity Loops.

4.35 "Local Service Request" or "LSR" means the industry standard forms and supporting documentation used for ordering local services.

4.36 "Main Distribution Frame" or "MDF" means a Qwest distribution frame (e.g., COSMIC™ frame) used to connect Qwest cable pairs and line and trunk equipment terminals on a Qwest switching system.

4.37 "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Access Service.

4.374.38 "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), that functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions. The MECOD document establishes recommended guidelines for processing orders for Access Service.

4.384.39 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two (2) LECs (including a LEC and CLEC) jointly provide Switched Access Service ~~including phone to phone voice interexchange traffic that is transmitted over a carrier's packet switched network using protocols such as TCP/IP to an Interexchange Carrier, Service,~~ with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.

4.394.40 "Mid-Span Meet" is a Point of Interconnection between two networks, designated by two Telecommunications Carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.

4.40(a) "Miscellaneous Charges" mean charges that Qwest may assess in addition to recurring and non-recurring rates set forth in Exhibit A, for activities CLEC requests Qwest to perform, activities CLEC authorizes, or charges that are a result of CLEC's actions, such as cancellation charges. Miscellaneous Charges are not already included in Qwest's recurring or non-recurring rates. Miscellaneous Charges are listed in Exhibit A and include the following activities or charges: additional engineering, additional labor installation, additional labor other, testing and maintenance, maintenance of service, additional cooperative acceptance testing, nonscheduled cooperative testing, nonscheduled manual testing, additional dispatch, date change, design change, expedite charge and cancellation charge. These activities are described in Qwest's Access Services Tariff.

4.404.41 "North American Numbering Plan" or "NANP" means the numbering plan used in the United States that also serves Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

4.414.42 "NXX" means the fourth, fifth and sixth digits of a ten-digit telephone number.

4.424.43 "Party" means either U-S WESTQwest or CLEC and "Parties" means U-S WESTQwest and CLEC.

4.434.44 "Plant Test Date" or "PTD" means the date acceptance testing is performed with ~~the end-user.~~CLEC.

4.444.45 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two LECs (including a LEC and CLEC). The POI is that point where the exchange of traffic takes place.

4.454.46 "Port" means a line or trunk connection point on a central office switch but does not include switch features.

4.46(a) "Premises" refers to Qwest's central offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these central offices, Wire Centers, buildings and structures.

4.46(b) "Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

<http://www.uswest.com/wholesale/pcat/>

4.464.47 "Proof of Authorization" (~~"POA"~~)(POA). POA shall consist of verification of the end user's selection and authorization adequate to document the end user's selection of its local service provider. Section 5.3 of this Agreement lists acceptable forms of documentation.

4.474.48 "Rate Center" means the specific geographic point (associated with one or more specific NPA-NXX codes and various ~~wire center~~Wire Centers), being used for billing and measuring Telecommunications Service. For example, a Rate Center will normally include several Wire Centers within its geographic area, with each Wire Center having one or more NPA-NXXs.

4.484.49 "Rate Center Area" is the geographic area within which ~~basic exchange services~~Basic Exchange Services are provided for NPA-NXX designations associated with a particular Rate Center.

4.49 (a) "Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with CLEC Application and makes functional space available to CLEC. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between the CLEC and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the central office fiber distribution panel serving CLEC) and APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for provisioning by the RFS date.

4.494.50 "Records Issue Date" or "RID" means the date that all design and assignment information is sent to the necessary service implementation groups.

4.50(a) "Remote Premises" means all Qwest Premises as defined in 4.46(a), other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other remote terminals.

4.504.51 "Reseller" is a category of ~~local exchange service~~Local Exchange Service provider that obtains dial tone and associated Telecommunications Services from another provider through the purchase of finished services for resale to its end users.

4.514.52 "Scheduled Issued Date" or "SID" means the date the order is entered into ~~U-S-WEST's~~Qwest's order distribution system.

4.524.53 "Service Control Point" or "SCP" means a signaling end point that acts as a database to provide information to another signaling end point (i.e., Service Switching Point or another SCP) for processing or routing certain types of network calls. A query/response mechanism is typically used in communicating with an SCP.

4.534.54 "Serving Wire Center" denotes the Wire Center from which dial tone for ~~local exchange service~~Local Exchange Service would normally be provided to a particular ~~end-user~~customer premises.

4.544.55 "Service Date" or "SD" means the date service is made available to the ~~end-user~~end user. This also is referred to as the "Due Date."

4.554.56 "Signaling Transfer Point" or "STP" means a signaling point that performs message routing functions and provides information for the routing of messages between signaling end points. An STP transmits, receives and processes Common Channel Signaling ("~~CCS~~")CCS messages.

4.564.57 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D,~~Phone to Phone IP Telephony~~, 8XX access, and 900 access and their successors or similar Switched Access ~~services~~.Services. Switched Access traffic, as specifically defined in ~~U-S-WEST's~~Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's end users and terminates at an IXC point of presence, or originates at an IXC point of presence and terminates at one of the Party's end users, whether or not the traffic transits the other Party's network.

4.574.58 "Tariff" as used throughout this Agreement refers to ~~U-S-WEST~~Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.584.59 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

~~4.594.60~~ “Telecommunications Services” means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

~~4.604.61~~ “Unbundled Network Element Platform (UNE-P)” – is a combination of ~~unbundled network elements, Unbundled Network Elements,~~ including Unbundled Loop, Unbundled Local Switching and Shared Transport. There are several forms of UNE-P, including but not limited to single line residence, single line business, and PBX Trunks.

~~4.614.62~~ “UNE Combination” means a combination of ~~legally binding and effective Section 251(c)(3) unbundled network elements that have been defined to meet the necessary and impair requirements of Section 251(d)(1). UNE Combinations are provided to CLEC in a combined state, and at Section 252(d)(1) rates. Unbundled Network Elements provided for in this Agreement.~~
~~UNE combinations include UNE-P and Private Line Combinations.~~

~~4.624.63~~ “Wire Center” denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more ~~Central Offices, central offices,~~ used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. ~~However, for purposes of Collocation service, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.~~

~~4.634.64~~ “Wired and Office Tested Date” or “WOT” means the date by which all intraoffice wiring is completed, all plug-ins optioned and aligned, frame continuity established, and the interoffice facilities, if applicable, are tested. This includes the date that switching equipment, including translation loading, is installed and tested.

~~4.644.65~~ Terms not otherwise defined here but defined in the Act shall have the meaning defined there.

~~4.65~~ “Enhanced Services” means ~~any service offered over common carrier transmission facilities that employ computer processing applications that act on format, content, code, protocol or similar aspects of a subscribers transmitted information; that provide the subscriber with different or restructured information; or involve end-user interaction with stored information.~~

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

~~5.1.1 Each Party shall use its best efforts to comply with the Implementation Schedule provisions that will be mutually agreed upon by the Parties.~~ 5.1.1 Intentionally Left Blank

5.1.2 The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

5.1.3 Neither Party shall use any service related to or use any of the services provided in ~~this~~the Agreement in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to either ~~Party's~~Party's end users. Each Party may discontinue ~~or refuse service if the other Party~~the specific service that violates this provision ~~or refuse to provide the same service until the violation of this provision has been corrected to the reasonable satisfaction of that Party.~~ Upon such violation, either Party shall provide the other Party notice of such violation at the earliest practicable time.

5.1.4 Each Party is solely responsible for the services it provides to its end users and to other Telecommunications Carriers.

5.1.5 The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon ~~Commission approval, pursuant to Sections 251 and 252 of the Act. The date on which CLEC submits a written request, the date set forth in Section 1~~ pursuant to Section ~~3.1 of this Agreement, to obtain services pursuant to this Agreement shall hereafter be referred to as the "Effective Date" of this Agreement between CLEC and U S WEST.~~ 252 of the Act. This Agreement ~~shall be~~is binding upon the Parties ~~upon the Effective Date and~~ for a term of two years and shall terminate on _____.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until terminated by either Party on one hundred sixty (160) days written notice to the other ~~party.~~Party. The date of this notice will be the starting point for the one hundred ~~sixty (160) days~~sixty-- (160)-day negotiation window under Section 252 of the Act. If the ~~parties~~Parties reach agreement, this Agreement will terminate on the date specified in the notice or on the date the agreement is approved by the Commission, whichever is later. If the Parties arbitrate, this Agreement will terminate when the new agreement is approved by the Commission.

~~5.2.2.1 Prior to the conclusion of the two year term specified in Section 5.2.1 above, CLEC may obtain interconnection services under the terms and conditions of a then-existing Agreement to become effective at the conclusion of the two-year term.~~
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5.3 Proof of Authorization

~~5.3.1 Where so indicated in specific sections of this Agreement, each~~Each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). ~~POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained in the following ways:~~"POA " as required by applicable federal and state law, as amended from time to time.

~~5.3.1.1 The end user's written Letter of Authorization.~~

~~5.3.1.2 The end user's electronic authorization by use of an 8XX number.~~

~~5.3.1.3 The end user's oral authorization verified by an independent third party (with third party verification as POA).~~

~~5.3.2 The Parties shall make POAs available to each other upon request. in accordance with all applicable laws and rules. A charge of \$100.00 will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written rules and shall be subject to any penalties contained therein.~~

~~evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.~~

5.4 Payment

~~5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of U S WEST's invoice, or within twenty (20) days after receipt of the invoice, whichever is later. If the payment due date is not a Business Day, the payment shall be made the next Business Day.~~

~~5.4.2 U S WEST may discontinue processing orders for the failure by CLEC to make full payment for the services provided under this Agreement within thirty (30) days of the due date on CLEC's bill.~~

~~5.4.3 U S WEST may disconnect for the failure by CLEC to make full payment for the services provided under this Agreement within sixty (60) days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. U S WEST agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.~~

~~5.4.4 Should CLEC or U S WEST dispute, in good faith, any portion of the monthly billing under this Agreement, the parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute.~~

~~CLEC and U S WEST shall pay all amounts due. Both CLEC and U S WEST agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. If the resolved amount does not appear as a credit on the next invoice after resolution of the dispute, the resolved amount plus interest from the date of payment will be applied. The amount of interest will be calculated using the late payment factor that would have applied to such amount had it not been paid on time. Similarly, in the event a party withholds payment for a disputed charge, and upon resolution of the matter it is determined that such payments should have been made, the billing party is entitled to collect interest on the withheld amount, subject to the above provisions.~~

~~5.4.5 U S WEST will determine CLEC's credit status based on previous payment history with U S WEST or credit reports such as Dun and Bradstreet. If CLEC has not established satisfactory credit with U S WEST or if CLEC is repeatedly delinquent in making its payments, U S WEST may require a deposit to be held.~~
5.4.1 Amounts payable under this Agreement are due and payable within thirty (30) calendar days after the date of invoice, or within twenty (20) days after receipt of the invoice, whichever is later (due date). If the payment due date is not a business day, the payment shall be due the next business day.

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant service, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar days of the due date. The billing Party will notify the other Party in writing at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges not disputed in good faith under this Agreement. Additionally, the billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this Section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within sixty (60) calendar days of the due date. The billed Party will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. The billing Party will notify the billed Party in writing at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business day notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement. Additionally, the billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to

other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the billing under this Agreement, the Parties will notify each other in writing within forty five (45) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts and work in good faith in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

5.4.4.1 If a Party disputes charges and does not pay such charges by the payment due date, such charges will be subject to late payment charges. If the disputed charges have been withheld and the dispute is resolved in favor of the billing Party, the withholding Party shall pay the disputed amount and applicable late payment charges no later than the second billing period following the resolution. If the disputed charges have been withheld and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the bill of the disputing Party for the amount of the disputed charges no later than the second Bill Date after the resolution of the dispute. If a Party pays the disputed charges and the dispute is resolved in favor of the billing Party, no further action is required.

5.4.4.2 If a Party pays the disputed charges and the dispute is resolved in favor of the disputing Party, the billing Party shall credit the disputing Party's bill for the disputed amount and any associated interest no later than the second bill payment due date after the resolution of the dispute. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party according to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the billing Party due to a previous nonpayment situation, the billing Party will require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or ~~as security for the payment of charges before reconnection of service.~~ "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period within the last three (3) months for period-all services. The deposit may be a surety bond, if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to U-S WEST, the billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable ~~Commission rules, regulations, or Tariffs.~~ Commission, regulations. Cash deposits and accrued interest will be credited to CLEC's the billing Party's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with the billing U-S WEST, Party, which will generally be one full year of timely payments of undisputed amounts in full by CLEC, the billed Party. Upon a material change in financial standing, the billed Party may request and the billing Party will consider a recalculation of the deposit. The

fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 ~~U-S WEST~~The billing Party may review ~~CLEC's~~the other Party's credit standing and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in 5.4.5.

5.4.8 The late payment charge for amounts that are billed under this Agreement shall be in accordance with Commission requirements.

5.4.9 ~~CLEC~~Each Party agrees to inform its end-user in writing of pending disconnection by ~~CLEC~~the billed Party to allow the end user to make other arrangements for ~~telecommunications services.~~Telecommunications Services.

5.5 Taxes

5.5.1 ~~Each Party purchasing services hereunder shall pay or otherwise be responsible for all~~Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges ~~levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass~~resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party'splaced upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the "Contesting Party") contests the application of any tax collected by the other Party (the "Collecting Party"), the collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 ~~CLEC~~Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a ~~"Best's"~~"Bests" rating of ~~B+XIII~~B+XIII with respect to liability arising from that Party's operations for which that Party has assumed legal responsibility in this Agreement. If either Party or its parent company has assets equal to or exceeding \$10,000,000,000, that Party may utilize an affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the \$10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

5.6.1.1 Workers' Compensation with statutory limits as required in the state of operation and Employers' Liability insurance with limits of not less than \$100,000 each accident.

5.6.1.2 Commercial General Liability insurance covering claims for bodily injury, death, personal injury or property damage occurring or arising out of the use or occupancy of the premises, including coverage for independent contractor's protection (required if any work will be subcontracted), ~~premises-~~ premises-operations, products and/or completed operations and contractual liability with respect to the liability assumed by ~~CLEC~~ Each Party hereunder. The limits of insurance shall not be less than \$1,000,000 each occurrence and \$2,000,000 general aggregate limit.

5.6.1.3 ComprehensiveBusiness automobile liability insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

5.6.1.4 Umbrella/Excess Liability insurance in an amount of \$10,000,000 excess of Commercial General Liability insurance specified above. These limits may be obtained through any combination of primary and excess or umbrella liability insurance so long as the total limit is \$11,000,000.

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of CLEC personal property situated on or within the premises. ~~CLEC may elect to purchase business interruption and contingent business interruption insurance. U S WEST has no liability for loss of profit or revenues should an interruption of service occur.~~

5.6.2 ~~CLEC shall~~ Each Party will initially provide certificate(s) of insurance evidencing coverage, and ~~annually thereafter within ten (10) calendar days of renewal of any coverage maintained pursuant to this Section. Such certificates shall (1) name U S WEST~~ thereafter will provide such certificate(s) upon request. . Such certificate(s) shall (1) name the other party as an additional insured under commercial general liability ~~coverage as respects U S WEST's interests;~~ coverage; (2) provide ~~U S WEST~~ thirty (30) calendar days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by ~~U S WEST;~~ and (4) provide the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, ~~equipment failure,~~ power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of

its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

~~5.8.1 Except for losses relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, each Party shall be liable to the other for direct damages for any loss, defect or equipment failure including without limitation any penalty, reparation or liquidated damages assessed by the Commission or under a Commission ordered agreement (including without limitation penalties or liquidated damages assessed as a result of cable cuts), resulting from the causing Party's conduct or the conduct of its agents or contractors.~~

~~5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.~~

~~5.8.3 Except for indemnity obligations, or as otherwise set forth in this Section, each~~5.8.1
Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed, including without limitation direct damages for loss of or damaged to the CLEC's collocated equipment located within the collocation space. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to CLEC under this Agreement during the contract year in which the cause accrues or arises. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.1 shall limit amounts due and owing under such Performance Assurance Plan.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in Section 5.8.2 shall limit amounts due and owing under such Performance Assurance Plan.

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5.8.4. Nothing contained in this Section 5.8 shall limit either Party's liability to the other for ~~gross negligence or~~ willful misconduct.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement. Section 5.9 of this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 CLEC is liable for all fraud associated with service to its ~~end-user~~end users and accounts. U-S-WESTQwest takes no responsibility, will not investigate, and will make no adjustments to CLEC's account in cases of fraud unless such fraud is the result of any intentional act ~~or gross negligence of U-S-WEST of Qwest.~~ Notwithstanding the above, if U-S-WESTQwest becomes aware of potential fraud with respect to CLEC's accounts, U-S-WESTQwest will promptly inform CLEC and, at the direction and sole cost of CLEC, take reasonable action to mitigate the fraud where such action is ~~possible.~~
possible.

5.9 Indemnity

~~5.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows:~~5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

~~5.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each~~5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any ~~other party or person,~~person or entity, for invasion of privacy, ~~personal~~bodily injury~~to~~ or death of any person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the ~~indemnifying Party's performance, Indemnifying Party's breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.~~

~~5.9.1.2 Where the third party claim is made by (or through) an end user of one Party against the other Party, which claim is based on defective or faulty services provided by the other Party to the one Party, then there shall be no obligation of indemnity unless the act or omission giving rise to the defective or faulty services is shown to be intentional and malicious misconduct of the other Party.~~

~~5.9.1.3 If the claim is made by (or through) an end user and where a claim is in the nature of a claim for invasion of privacy, libel, slander, or other claim based on the content of a transmission, and it is made against a Party who is not the immediate provider of the Telecommunications Service to the end user (the indemnified provider), then in the absence of fault or neglect on the part of the indemnified provider, the Party who is the immediate seller of such Telecommunications Service shall indemnify, defend and hold harmless the indemnified provider from such claim.~~

5.9.1.2 In the case of claims or loss alleged or incurred by an end user of either Party arising out of or in connection with services provided to the end user by the Party, the Party whose end user alleged or incurred such claims or loss (the "Indemnifying Party") shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the "Indemnified Party") against any and all such

claims or loss by the Indemnifying Party's end users regardless of whether the underlying service was provided or unbundled element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party.

5.9.1.3 Intentionally Left Blank

5.9.1.4 For purposes of ~~this Section 5.9, Section 5.9.1.2,~~ where the Parties have agreed to provision line sharing using a POTS splitter: ~~"claims made by end users or customers of one Party against the other Party" refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate provider of the Telecommunications Service to the end user or customer" refers to the Party that provides DSL service~~ "end user" means the DSL provider's end user for claims relating to DSL services, and to the Party that provides voice service provider's end user for claims relating to voice services. For purposes of this Section 5.9, "customer" refers to the immediate purchaser of the telecommunications service, whether or not that customer is the ultimate end user of that service.

5.9.2 The indemnification provided herein shall be conditioned upon:

~~5.9.2.1~~ 5.9.2.1 ~~The indemnified~~ The Indemnified Party shall promptly notify the ~~indemnifying~~ Indemnifying Party of any action taken against the ~~indemnified~~ Indemnified Party relating to the indemnification. Failure to so notify the ~~indemnifying~~ Indemnifying Party shall not relieve the ~~indemnifying~~ Indemnifying Party of any liability that the ~~indemnifying~~ Indemnifying Party might have, except to the extent that such failure prejudices the ~~indemnifying~~ Indemnifying Party's ability to defend such claim.

~~5.9.2.2~~ 5.9.2.2 ~~The~~ If the indemnifying Party wishes to defend against such action, it shall give written notice to the indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the ~~indemnified~~ Indemnified Party may engage separate legal counsel only at its sole cost and ~~expense.~~ expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

~~5.9.2.3~~ In no event shall the ~~indemnifying~~ Indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 _____ Each Party hereby grants to the other Party the limited, personal and nonexclusive right and license to use its patents, copyrights and trade secrets but only to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, and for no other purposes. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trademarks.

5.10.2 _____ The rights and licenses above are granted "AS IS, WITH ALL FAULTS", and the other Party's exercise of any such right and license shall be at the sole and exclusive risk of the other Party. Neither Party shall have any obligation to defend, indemnify or hold ~~harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to,~~ harmless the other based on or arising from any claim, demand, or proceeding (hereinafter "claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement constitutes infringement, or misuse or misappropriation of any patent, ~~copyright, trade secret, or any other proprietary or intellectual property right~~ of any third party.

~~5.10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.~~
5.10.2.1 Notwithstanding, the foregoing and subject to Section 5.9.2. Qwest shall indemnify and hold CLEC harmless from and against any loss, cost, expense or liability arising out of a claim that CLEC's use, pursuant to the terms of this Agreement, of any facilities, services or equipment (including software) provided by Qwest in the performance of this Agreement, misappropriates trade secrets or infringes on any copyright of any third party.

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for CLEC to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder.

5.10.4 _____ Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade_name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade_name, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

5.10.5 _____ Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it

is part of a joint business association or any similar arrangement with the other or its affiliates; 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates in any marketing, advertising or promotional activities or materials.

5.10.6 _____ For purposes of resale only and notwithstanding the above, unless otherwise prohibited by U S WEST Qwest pursuant to an applicable provision herein, CLEC may use the phrase "CLEC is a Reseller of U S WEST Communications Qwest's services" (the "Authorized Phrase") in CLEC's printed materials provided:

5.10.6.1 The Authorized Phrase is not used in connection with any goods or services other than U S WEST Qwest services resold by CLEC.

5.10.6.2 CLEC's use of the Authorized Phrase does not cause end users to believe that CLEC is U S WEST Qwest.

5.10.6.3 The Authorized Phrase, when displayed, appears only in text form (CLEC may not use the U S WEST Qwest logo) with all letters being the same font and point size. The point size of the Authorized Phrase shall be no greater than one fourth the point size of the smallest use of CLEC's name and in no event shall exceed 8 point size.

5.10.6.4 CLEC shall provide all printed materials using the Authorized Phrase to U S WEST Qwest for its prior written approval.

~~5.10.6.5~~ ~~_____ If U S WEST~~ 5.10.6.5 _____ If Qwest determines that CLEC's use of the Authorized Phrase causes end user confusion, U S WEST confusion; Qwest may immediately terminate CLEC's right to use the Authorized Phrase.

5.10.6.6 Upon termination of CLEC's right to use the Authorized Phrase or termination of this Agreement, all permission or right to use the Authorized Phrase shall immediately cease to exist and CLEC shall immediately cease any and all such use of the Authorized Phrase. CLEC shall either promptly return to U S WEST Qwest or destroy all materials in its possession or control displaying the Authorized Phrase.

~~5.10.7 CLEC acknowledges the value of the marks "U S WEST" and "U S WEST Communications" (the "Marks") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to U S WEST, Inc. and U S WEST respectively (the "Owners"). CLEC, Qwest and CLEC each recognizes that nothing contained in this Agreement is intended as an assignment or grant to CLEC the other of any right, title or interest in or to the Markstrademarks or service marks of the other (the "Marks") and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. CLEC will do nothing Neither party will do anything inconsistent with the Owner's other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of the Owners. CLEC will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar their respective owners. The Parties shall comply with all thereto as to constitute a~~

~~deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.~~

5.11 Warranties

~~5.11.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS. applicable law governing Marks worldwide and neither Party will infringe the Marks of the other.,~~

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within twenty (20) business days disclose to CLEC in writing (i) the name of the party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, within twenty (20) business days of a request by CLEC, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to CLEC. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to CLEC any relevant agreement or license, Qwest shall immediately, within twenty (20) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.11 Warranties

5.11.1 Except as expressly set forth in this agreement, the parties agree that neither party has made, and that there does not exist, any warranty, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose and that all products and services provided hereunder are provided "as is," with all faults.

5.12 Assignment

5.12.1 _____ Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if CLEC's assignee or transferee has an Interconnection agreement with U S WEST, no assignment or transfer of this Agreement shall be effective without the prior written consent of U S WEST. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's interconnection agreement and this Agreement. control without the

consent of the other Party. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

~~5.12.2 Without limiting the generality of the foregoing subsection, any merger, dissolution, consolidation or other reorganization of CLEC, or any sale, transfer, pledge or other disposition by CLEC of securities representing more than 50% of the securities entitled to vote in an election of CLEC's board of directors or other similar governing body, or any sale, transfer, pledge or other disposition by CLEC of substantially all of its assets, shall be deemed a transfer of control. If any entity, other than CLEC, involved in such merger, dissolution, consolidation, reorganization, sale, transfer, pledge or other disposition of CLEC has an interconnection agreement with U S WEST, the Parties agree that only one agreement, either this Agreement or the interconnection agreement of the other entity, will remain valid. All other interconnection agreements will be terminated. The Parties agree to work together to determine which interconnection agreement should remain valid and which should terminate. In the event the Parties cannot reach agreement on this issue, the issue shall be resolved through the Dispute Resolution process contained in this Agreement.~~

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5.12.3 Nothing in this section is intended to restrict CLEC's rights to opt into Interconnection Agreements under §252(i) of the Act.

5.13 Default

5.13.1 _____ If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

5.14.1 _____ Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

5.15 Severability

5.15.1 _____ In the event that any one or more of the provisions contained herein shall for any reason be held to be unenforceable or invalid in any respect under law or regulation, the Parties

will negotiate in good faith for replacement language as set forth herein. If any part of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will affect only the portion of this Agreement which is invalid or unenforceable. In all other respects, this Agreement will stand as if such invalid or unenforceable provision had not been a part hereof, and the remainder of this Agreement shall remain in full force and effect.

5.16 Nondisclosure

5.16.1 _____ All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with end user specific, facility specific, or usage specific information, other than end user information communicated for the purpose of providing directory assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information.

5.16.2 _____ Upon request by the disclosing Party, the receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

5.16.3 _____ Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only in connection with this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

5.16.4 _____ Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as:

- a) _____ was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or
- b) _____ is or becomes publicly known through no wrongful act of the receiving Party; or
- c) _____ is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or
- d) _____ is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services

pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

e) is disclosed to a third person by the disclosing Party without similar restrictions on such third person's rights; or

f) is approved for release by written authorization of the disclosing Party; or

g) is required to be made public by the receiving Party pursuant to applicable law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 _____ Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is ~~protected~~.

protected. —In addition, in Section 5.18.2, either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of interLATA services by Qwest that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 _____ Effective Date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the Effective Date.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.

5.17 Survival

5.17.1 _____ Any liabilities or obligations of a Party for acts or omissions prior to the ~~completion of the two-year term, termination or expiration of this Agreement,~~ and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 _____ If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section, ~~provided, that nothing in this Section shall be interpreted to preclude either Party from using available procedures for relief before the Commission.~~ Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

5.18.2 _____ At the written request of either Party, and prior to any other formal dispute resolution proceedings, each Party shall designate a vice-presidential level employee to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 _____ If the vice-presidential level representatives have not reached a resolution of the Dispute within thirty (30) calendar days after the matter is referred to them, then either Party may demand that the Dispute be settled by arbitration. Such an arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the telecommunications industry unless the Dispute involves amounts exceeding one million (\$1,000,000) in which case the proceeding shall be conducted by a panel of three arbitrators, knowledgeable about the telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules of the American Arbitration Association ("AAA"). Alternatively, by agreement of the Parties the arbitration may be conducted pursuant to J.A.M.S./Endispute procedural rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. ~~The arbitrator shall not have authority to award punitive damages.~~ All expedited procedures prescribed by the AAA rules shall apply. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Olympia, Washington metropolitan area or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s).

5.18.4 _____ Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 _____ No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.19 Controlling Law

5.19.1 _____ This Agreement is offered by U S WEST Qwest and accepted by CLEC in accordance with the terms of the Act and the state law of Washington, with applicable federal law and the State law of Washington. It shall be interpreted solely in accordance with the terms of the Act and the state law of Washington, applicable federal law and the State law of Washington

5.20 Responsibility for Environmental Contamination

5.20.1 _____ Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and sent to U S WEST shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, to Qwest and CLEC at the addresses shown below:

_____ U S WEST
_____ Director Qwest Corporation Director Interconnection Compliance
_____ 1801 California, Room 2410

~~Denver, CO 80202~~

~~With copy to:~~ Denver, CO 80202

With copy to: Qwest Attention:

Attention:

Corporate Counsel, Interconnection

~~1801 California Street, 49th Floor~~

~~Denver, Floor~~ Denver, CO 80202

and to CLEC at the address shown below:

Name: _____

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 _____ Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at work locations, and (ii) waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the work locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by applicable law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 ~~Unless specifically set forth herein, this Agreement does not provide and shall not be construed to provide third parties~~ The provisions of this Agreement are for the benefit of the

Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, ~~cause~~claim of action, or other privilege-right in excess of those existing by reference in this Agreement.

5.24 Referenced Documents

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

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 _____ Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with the Communications Assistance Law Enforcement Act of 1994 ("CALEA"). Each Party shall indemnify and hold the other Party

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

5.29 Cooperation

5.29.1 _____ The Parties agree that this Agreement involves the provision of U-S-WESTQwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, provisioning and billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in the Support Functions Section 42 of this Agreement.

5.30 Entire Agreement

Reserved for Future Use

5.30.1 Reserved for Future Use

5.31 Entire Agreement

~~5.30.1 This Agreement~~5.31.1 This Agreement, including all Exhibits and subordinate documents attached to it or referenced within, all of which are hereby incorporated herein, constitutes the entire agreement between U-S-WESTQwest and CLEC and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

5.32 Reserved for Future Use

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or end users, or their property as it employs to protect its own personnel, end users and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of telecommunications transmissions between end users during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any end user at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. CLEC is responsible for covering its employees on such security requirements and penalties.

11.3 The ~~U-S-WEST~~Parties' telecommunications ~~network is~~networks ~~is~~are part of the national security network, and as such, ~~is~~are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. ~~CLEC is~~The Parties are responsible for covering ~~its~~their employees on such security requirements and penalties.

11.4 ~~U-S-WEST~~Qwest and CLEC share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of ~~U-S-WEST~~Qwest ladders in the Wire Center, either rolling or track, which CLEC may use in the course of work operations. ~~U-S-WEST~~Qwest assumes no liability to CLEC, its agents, employees or representatives, if CLEC uses a ~~U-S-WEST~~Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with ~~U-S-WEST~~Qwest security and safety procedures and requirements.

11.8 ~~U-S-WEST~~Qwest will allow CLEC to inspect or observe spaces which house or contain CLEC equipment or equipment enclosures at any time and to furnish CLEC with all keys, entry

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codes, lock combinations, or other materials or information which may be needed to gain entry into any secured CLEC space, in a manner consistent with that used by U S WEST Qwest.

11.9 U S WEST Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house CLEC equipment or equipment enclosures to its employees and representatives to emergency access only. CLEC shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of CLEC to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. U S WEST Qwest has similar responsibility for its employees.

11.11 CLEC will train its employees, agents and vendors on U S WEST Qwest security policies and guidelines.

11.12 When working on U S WEST Qwest ICDF Frames or in U S WEST Qwest equipment line-ups, Qwest and CLEC employees, agents and vendors agree to adhere to U S WEST Qwest quality and performance standards provided by U S WEST Qwest and as specified in this Agreement.

11.13 CLEC shall report all material losses to U S WEST Qwest Security. All security incidents are to be referred directly to local U S WEST Qwest Security – 1-888-U S WEST-SECURE. In cases of emergency, CLEC shall call 911 and 1-888-U S WEST-SECURE.

11.14 CLEC employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 ~~CLEC employees will~~Qwest and CLEC shall ensure adherence by ~~its~~their employees, agents and vendors to all U S WEST Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 CLEC employees, agents and vendors will secure and lock all doors and gates.

11.17 CLEC will report to U S WEST Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the U S WEST Qwest identification/access card.

11.18 ~~CLEC's~~Qwest and CLEC employees, agents and vendors ~~will~~shall comply with U S WEST Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in U S WEST Qwest buildings, Wire Centers, ~~and all~~or other U S WEST Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction will result in immediate denial

of access for that individual and will constitute a violation of the access rules, subjecting CLEC to denial of unescorted ~~access-~~

access. Qwest shall provide written notice within fifteen (15) calendar days of the hazardous work activity to CLEC and such notice shall include: 1) identification of the hazardous work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the U-S-WESTQwest buildings or on the grounds.

11.21 No weapons of any type are allowed on U-S-WESTQwest premises. Vehicles on U-S-WESTQwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this SGAT, CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

11.23 U-S-WEST Qwest employees may request CLEC's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment ~~or~~ services within the facility until the situation is remedied. Qwest shall provide written notice within fifteen (15) calendar days of the non-compliant work activity to CLEC and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, 3) date and location of safety violation, and 4) remedy for safety violation. If such safety violations pose an immediate threat to the safety of Qwest employees, interference with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of Qwest's facilities, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution. If CLEC fails to correct any safety non-compliance within fifteen (15) calendar days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct as soon as reasonably possible, Qwest may pursue immediate resolution by expedited Dispute Resolution.

11.24 U-S-WESTQwest is not liable for any damage, theft or personal injury resulting from CLEC's employees, agents or vendors parking in a U-S-WESTQwest parking area.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area or without proper identification will be asked to vacate the Premises and Qwest Security will be notified. Continued violations may result in termination of access privileges. Qwest shall provide written notice within fifteen (15) calendar days of the security violation to CLEC and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. In the event CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by expedited Dispute Resolution.

11.25 CLEC's employees, agents or vendors outside the designated CLEC access area or without proper identification will be asked to vacate the premises and U-S-WESTQwest Security will be notified. Continued violations may result in termination of access privileges.

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11.26 Building related problems may be referred to the [U-S-WESTQwest](#) Work Environment Centers:

- 800-879-3499 (CO, WY, AZ, NM)
- 800-201-7033 (all other [U-S-WESTQwest](#) states)

11.27 CLEC will submit a [U-S-WESTQwest](#) Collocation Access Application form for individuals needing to access [U-S-WESTQwest](#) facilities. CLEC and [U-S-WESTQwest](#) will meet to review applications and security requirements.

11.28 CLEC employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to CLEC's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 CLEC will collect identification/access cards for any employees, agents or vendors no longer working on behalf of CLEC and forward them to [U-S-WESTQwest](#) Security. If cards or keys cannot be collected, CLEC will immediately notify [U-S-WESTQwest](#) at 800-210-8169.

11.30 CLEC will assist [U-S-WESTQwest](#) in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

11.31 CLEC employees, agents and vendors will notify [U-S-WESTQwest](#) Service Assurance (800-713-3666) when gaining access into a Central Office after hours. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 CLEC will notify [U-S-WESTQwest](#) if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. [U-S-WESTQwest](#) may deny access to anyone who in the reasonable judgment of [U-S-WESTQwest](#) threatens the safety or security of facilities or personnel.

11.33 CLEC will supply to [U-S-WESTQwest](#) Security, and keep up to date, a list of its employees, agents and vendors who require access to CLEC's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to [U-S-WESTQwest](#) Security, who will provide it to the appropriate [U-S-WESTQwest](#) personnel.

11.34 ———Revenue Protection. [U-S-WESTQwest](#) shall make available to CLEC all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, 900 and 976 numbers. [U-S-WESTQwest](#) shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems which include but are not limited to LIDB Fraud monitoring systems.

11.35 Law Enforcement Interface. [U-S-WESTQwest](#) provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law

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enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 U-S-WESTQwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of CLEC, for any lines served from U-S-WESTQwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from U-S-WESTQwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, U-S-WESTQwest will perform trap/trace Title III and pen register assistance directly with law enforcement. CLEC will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where CLEC must participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. CLEC will provide U-S-WESTQwest with a 24 hour a day, 7 days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 U-S-WESTQwest has developed and shall continue to provide Operational Support Systems (OSS) interfaces using electronic gateways. These gateways act as a mediation or control point between CLEC's and U-S-WEST'sQwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the U-S-WESTQwest OSS and databases. U-S-WEST'sQwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair and Billing. This section describes the interfaces that U-S-WESTQwest has developed and shall provide to CLEC. Additional technical information and details shall be provided by U-S-WESTQwest in training sessions and documentation, such as the "Interconnect Mediated Access User's Guide." U-S-WESTQwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or CLEC needs require providing notification to CLEC consistent with the provisions of this Section-the Co-Provider Industry Management Process ("CICMP") set forth in Section12.2.6.

12.1.2 Through its electronic gateways, U-S-WESTgateways and manual process, Qwest shall provide CLEC non-discriminatory access to U-S-WEST'sQwest's OSS for Ppre-ordering, Qordering and Pprovisioning, Mmaintenance and Rrepair, and Bbilling for resale and unbundled network elementsfunctions. For those functions with a retail analogue, such as pre-ordering and ordering and provisioning of resold services, U-S-WESTQwest shall provide CLEC access to its OSS in substantially the same time and manner as it provides to itself, its end user customers, its Affiliates, and other Parties. For those functions with no retail analogue, such as pre-ordering and ordering and provisioning of unbundled elements, U-S-WESTQwest shall provide CLEC access to U-S-WEST'sQwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide assistance for CLEC to understand how to implement and use functions. Qwest shall provide CLEC sufficient electronic and manual interfaces to allow CLEC equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to CLEC any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are processed efficiently. Qwest shall provide training to enable CLEC to devise its own course work for its own employees. Through its documentation, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

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

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

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

~~12.2.1.4 Functions~~

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

~~12.2.1.4.2 Ordering and Provisioning~~

~~Submitting an LSR will result in the provisioning and installation, if necessary, of an end user's service. The functional set associated with ordering is described in the IMA User's Guide located at http://www.uswest.com/carrier/training/imauser_42.html.~~

~~12.2.1.5 Forecast of Usage~~

~~12.2.1.5.1 CLEC shall supply U S WEST with a forecast of products and volumes anticipated to be ordered through the electronic interface gateways on a quarterly basis.~~

~~12.2.1.5.2 U S WEST will use CLEC's forecast to provide CLEC sufficient capacity to provide the services and elements requested. If CLEC exceeds its capacity without notification, to the extent that it causes degradation to other users' response times, CLEC's use of its capacity on the IMA GUI or IMA EDI server may be discontinued until a resolution can be mutually agreed to by both Parties. U S WEST will attempt to notify CLEC before discontinuing CLEC's use of the IMA GUI or IMA EDI~~

~~server; however U S WEST reserves the right to discontinue use if it is unable to contact CLEC.~~

~~12.2.1.5.3 When CLEC requests from U S WEST more than fifty (50) SecureIDs, CLEC shall use a T1 line instead of dial-up capabilities.~~

Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface standards for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above standards shall be specified in the EDI disclosure documents.

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

12.2.1.4 Pre-Ordering, Ordering and Provisioning Functions.

12.2.1.4.1 Pre-Ordering. Qwest will provide real time, electronic access to pre-order functions to support CLEC's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to CLEC:

12.2.1.4.1.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.1.2 Access to customer service records (CSRs) for Qwest retail or resale end users. The information will include billing name, service address, billing address, service and feature subscription, directory listing information, and long distance carrier identity;

12.2.1.4.1.3 Telephone number reservation, assignment and confirmation;

12.2.1.4.1.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician;

12.2.1.4.1.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.1.6 Service address verification; and

12.2.1.4.1.7 Facility availability, Loop qualification and Loop

make-up information, including but not limited to Loop length, presence of bridged taps, repeaters, and loading coils. This Section 12.2.1.4.7 shall apply only to CLEC orders for Unbundled Loops or Loop combinations.

12.2.1.4.2 Ordering and Provisioning. Qwest will provide access to ordering and status functions. CLEC will format the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.4.2.1 Qwest shall provide all provisioning services to CLEC during the same business hours that Qwest provisions services for its end user customers.

12.2.1.4.2.2 When CLEC places an electronic order, Qwest will provide CLEC with an electronic firm order confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide CLEC with an electronic completion notice which follows industry-standard formats and which states when the order was completed.

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

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use

12.2.1.5.2 Reserved for Future Use

12.2.1.5.3. When CLEC requests from Qwest more than fifty (50) SecurIDs, for use by CLEC customer service representatives at a single CLEC location, and for access to IMA GUI, CLEC shall use a T1 line instead of dial-up access at that location. If the CLEC is obtaining the interLATA T1 line from Qwest, then the CLEC shall be able to use SECURIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and the CLEC.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). ~~The Exchange Access Control and Tracking (EXACT) system may be used for orders placed using the ASR process. EXACT is based upon the OBF Access Service Order Guidelines (ASOG). The EXACT interface accepts a batch file that is transmitted via a Network Data Mover (NDM) connection to U S WEST from CLEC. It is~~

~~CLEC's responsibility to obtain the appropriate software to interface with U S WEST's EXACT system. The EXACT functions are documented in the Access Service Ordering Guide. This guide is produced by and can be obtained from Alliance for Telecommunications Industry Solution (ATIS). Qwest shall supply exceptions to these guidelines in writing in sufficient time for CLEC to adjust system requirements.~~

12.2.1.7 Facility Based EDI Listing Process

~~12.2.1.7.1 Qwest shall provide a The Facility Based EDI Listing Process is a single interface interface to enable CLEC listing data to be transferred and passed into the Qwest listing database. from CLEC to U S WEST. This interface is based upon OBF LSOG and ANSI ASC X12 standards. This interface enables CLEC listing data to be translated and passed into the U S WEST listing database. After U S WEST's daily batch processing, a Confirmation/Completion record (for every PON provided on input) is returned to CLEC via an EDI 855 transaction. Qwest shall supply exceptions to these guidelines in accordance with established Change Control Procedures set forth in the CICMP Process.~~

~~12.2.1.8 Qwest and CLEC will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section.~~

12.2.2 Maintenance and Repair

~~12.2.2.1 Qwest shall provide electronic interface gateways, including an electronic bonding interface and a GUI interface, for reviewing a customer's trouble history at a specific location, conducting testing of a customer's service, and reporting trouble. 12.2.2.1 Maintenance and Repair electronic interfaces support the tracking and resolution of end-user's repair and maintenance needs as reported to CLEC. They to facilitate the exchange of updated information and progress reports between U S WEST Qwest and CLEC while the Trouble Report (TR) is open and a U S WEST Qwest technician is working on the resolution.~~

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

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

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

12.2.2.5 Functions

~~12.2.2.5.1 Maintenance and Repair - The functions, processes and systems used in repair are based on a Trouble Report (TR), which is an~~

~~electronic document maintained in one or more OSS. TR contents and business processes are documented in the IMA Repair Guide located at <http://www.uswest.com/carrier/training/imarepguide.html>.~~

~~12.2.3 Hours of Operation~~

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

12.2.3 Interface Availability

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

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

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

~~12.2.4 Billing~~

12.2.3.3 Reserved for Future Use

12.2.4 Billing

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

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

12.2.5 Outputs

Output information will be provided to CLEC in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to CLEC ~~provide more detailed information than the bills.~~ They come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1– Bills

~~12.2.5.1.1 CRIS~~ 12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by U-S-WEST-Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one (1) payment document for CLEC. These bills are segmented by state and bill cycle. The number of bills received by CLEC is dictated by the product ordered and the U-S-WEST-Qwest region in which CLEC is operating. ~~The CRIS Summary Bill transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. ~~The IABS Summary Bill & Sub Account Bill~~

~~Data transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given day as captured or recorded by the network switches. This file will be transmitted Monday through Friday, excluding U-S-WEST-Qwest holidays. This information is a file of unrated U-S-WEST-Qwest originated usage messages and rated CLEC originated usage messages. It is provided in Alliance for Telecommunication Industry Solution (ATIS) standard (Electronic Message Interface) EMI format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains ~~multi-multi~~ state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. U-S-WEST-Qwest will provide this data to CLEC with

the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

- a) Resale; and
- b) Unbundled Switch Port.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - ~~U-S-WEST~~Qwest will distribute in-region ~~intraLATA~~IntraLATA collect, calling card, and third number billed messages to CLEC and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss ~~R~~report provides CLEC with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the end user has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

~~a) Interim~~12.2.5.2.4.1 Local Number Portability;

~~b) Resale;~~

~~c) 12.2.5.2.4.2 Resale;~~

12.2.5.2.4.3 Unbundled Loop; and

~~d) 12.2.5.2.4.4 Unbundled Line-side Switch~~ Port; and

~~This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~12.2.5.2.4.5 UNE-P for POTS.

12.2.5.2.5 Completion ~~R~~report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

~~a) Interim~~12.2.5.2.5.1 Local Number Portability;

~~b) Resale;~~

~~c) Unbundled Loop; and~~

d) ~~Unbundled Line-side Switch.~~

~~This report media is described in the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html.~~ 12.2.5.2.5.2 Resale;

~~12.2.5.2.5.3 Unbundled Loop; and~~

~~12.2.5.2.5.4 Unbundled Line-side Switch; and~~

~~12.2.5.2.5.5 UNE-P for POTS.~~

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between [U S WEST Qwest](#) and CLEC. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use.

~~The~~ 12.2.5.2.7.1 ~~Qwest will post the~~ transmission method/media types available for these mechanized records ~~are available the Interconnect and Resale Resource Guide located at http://www.uswest.com/carrier/guides/resource_guides.html on its website.~~

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

~~a) SAG provides Address and Serving Central Office Information.~~ 12.2.5.2.8.1 ~~SAG provides address and serving central office information.~~

~~b)~~ 12.2.5.2.8.2 FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA carriers by NPA-NXX.

~~12.2.5.2.9~~ These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

12.2.6 Modifications to OSS Interfaces

~~CLEC and U S WEST agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as~~

~~those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, U S WEST shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document located at <http://www.uswest.com/disclosures/netdisclosure409html-interface>. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the CLECs or as negotiated during the review session.~~
Change Management

Qwest and CLEC shall participate in discussions of OSS development in the Qwest Co-Provider Industry Change Management Process (CICMP), as set forth in Exhibit G. The CICMP shall: (i) provide a forum for CLEC and Qwest to discuss change requests (CR), release notifications (RN), systems release life cycles, and communications; (ii) provide a forum for CLECs as an industry to discuss and prioritize their CRs; (iii) develop a mechanism to track and monitor CLEC CRs and Qwest RNs; and (iv) establish communication intervals, where appropriate in the process. After following the process set forth in Exhibit G, CLEC and Qwest may escalate issues pursuant to the CICMP escalation process set forth in Exhibit H. Escalations subject to the process of Exhibit H include issues related to the CICMP process itself, including the processes set forth in Exhibit G. Qwest will inform CLECs through the CICMP of all planned changes to Qwest software, local Interconnection products, business processes and technical publications, including additions, deletions, or changes which affect any document or information CLEC receives from Qwest or any document or information Qwest sends CLEC. Qwest will seek CLEC input on the planned changes and will report such consideration in a timely manner.

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

12.2.6.2 Release updates will be based on regulatory obligations as dictated by the FCC or Commissions and, as time permits, the agreed upon changes requested by the CLEC Industry ~~Change Management Process (CICMP).~~ ~~U S WEST~~CICMP. Qwest will provide to CLEC the features list for modifications to the interface. Specifications for interface modifications will be provided to CLEC three weeks prior to the release date. ~~CLEC is required to upgrade to the current release within six months of the installation date.~~

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire. ~~This~~

~~questionnaire is provided by the U S WEST account manager and details information needed by U S WEST to establish service for CLEC.~~

12.2.7.2 Once ~~U S WEST~~Qwest receives a complete and accurate New Customer Questionnaire, ~~U S WEST~~Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.2.8 ~~U S WEST~~12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

~~U S WEST~~12.2.8.1 Qwest will support previous IMA EDI releases for six (6) months after the next subsequent IMA EDI release has been deployed. Qwest will use all reasonable efforts and provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.8.2 Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed.

~~12.2.8.2~~U S WEST12.2.8.2.1 Qwest will provide written notice to CLEC of the need to migrate to a new release.

~~12.2.8.3~~U S WEST12.2.8.2.2 Qwest will provide an EDI Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

~~12.2.8.4~~12.2.8.2.3 Re-certification is the process by which CLECs demonstrate the ability to generate correct transactions for the new release. For each new release a decision will be made for each product as to the necessity of re-certification. U S WESTQwest will provide the suite of tests for re-certification to CLEC with the issuance of the disclosure document.

~~12.2.8.5 CLEC Responsibilities for On-going Support for OSS Interfaces is documented in the next section.~~

12.2.8.3 Reserved for Future Use

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the ~~IMA~~ GUI interface, CLEC must work with ~~U S WEST~~Qwest to train CLEC personnel on the ~~IMA~~ GUI functions that CLEC will be using. ~~U S WEST~~Qwest and CLEC shall concur on which ~~IMA~~ GUI functions should be included in CLEC's training. ~~U S WEST~~Qwest and CLEC shall make reasonable efforts to schedule training in a timely fashion.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. CLEC must perform certification testing of exchange protocol prior to using the ~~IMA~~ EDI interface.

12.2.9.3 Qwest will provide CLEC with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and CLEC:

12.2.9.3.1 Connectivity Testing – CLEC and Qwest will conduct connectivity testing calls. This test will establish the ability of the trading partners to send and receive EDI data effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to certification testing and before going live in the production environment if CLEC has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment – Qwest's stand-alone testing environment will take pre-order and order requests, pass them to the stand-alone database, and return responses to CLEC during its development and implementation of EDI. The Stand-Alone Testing Environment provides CLEC the opportunity to validate its technical development efforts. This testing verifies CLEC's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. Stand- Alone Testing uses test account data. All Stand-Alone test pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – CLEC has the option of participating with Qwest in interoperability testing to provide CLEC with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies CLEC's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of account information valid in Qwest production systems. All interoperability orders are subjected to the same edits as production orders. This testing phase is optional when CLEC has conducted Stand-Alone Testing successfully.

12.2.9.3.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 standards, definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to

be live orders and will be provisioned.

12.2.9.3.5 If CLEC is using ~~the IMA EDI interface, U-S-WEST-EDI,~~ Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow CLEC a reasonably sufficient amount of time during the day and a reasonably sufficient number of days during the week to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with ~~U-S-WEST-Qwest~~ Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of ~~the~~ CLEC to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate CLEC schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to ~~U-S-WEST, U-S-WEST-Qwest,~~ Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the ~~IMA-EDI-EDI~~ interface, CLEC must work with ~~U-S-WEST-Qwest~~ to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. ~~U-S-WEST-Qwest~~ and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification ~~will be is granted only for agranted for the~~ specified release of the ~~IMA~~ EDI interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide CLEC a stable testing environment that mirrors the production environment in order for CLEC to test the new release without the need to schedule test times. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the ~~IMA-EDI~~ interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the ~~U-S-WEST-Qwest~~ coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, unless not technically feasible.

12.2.9.6 CLEC will contact the ~~U-S-WEST-Qwest~~ EDI Implementation Coordinator to initiate the migration process. CLEC must complete the re-certification and migration to the new ~~IMA-EDI~~ release within six (6) months of the deployment of the new ~~release-~~ release. CLEC will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.7 ~~CLEC will be expected to execute the re-certification test cases in the stand-alone and/or interoperability test environments. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to U-S WEST.Qwest.~~

~~12.2.9.8 Additional information regarding the IMA EDI re-certification process is documented by the CLEC Industry Team in *Converting to a New IMA EDI Release* located in the CICMP web site at <http://www.uswest.com/carrier/bulletins/cicmp.html>.~~

~~12.2.9.8 Reserved for Future Use~~

12.2.9.9 In the event of electronic interface trouble, CLEC shall use its best efforts to isolate and resolve the ~~trouble using the guidelines, trouble~~. If CLEC cannot resolve the problem, then CLEC should contact the CLEC Systems Help Desk. The CLEC Systems Help Desk is CLEC's Single Point of Contact for ~~electronic/manual -interface~~ electronic interface trouble.

12.2.9.10 CLEC will use all reasonable efforts and provide sufficient support and personnel to ensure that issues that arise in migrating to a new release of the IMA interface are handled in a timely manner.

12.2.10 CLEC Support

12.2.10.1 CLEC will use all reasonable efforts and provide sufficient support and personnel to ensure that issues that arise in migrating to a new release of the IMA interface are handled in a timely manner.

12.2.10.2 Qwest shall provide documentation and assistance for CLEC to understand how to implement and use all of the available OSS functions. Qwest shall provide to CLEC in writing any internal business rules and other formatting information necessary to ensure that CLEC's requests and orders are ~~12.2.10.1 U-S WEST~~ processed efficiently. ~~U-S WEST~~ shall provide assistance to CLEC to understand how to implement and use the OSS functions to which U S WEST is providing access. This assistance will include training, documentation, and CLEC Help Desk. Qwest will also supply CLEC with an escalation level contact list in the event

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Help Desk will provide a single point of entry for CLEC to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk is available Monday through Friday, 6:00 a.m. until 8:00 p.m. Mountain Time, excluding U S WEST holidays. The Help Desk areas are further described below. Intentionally Left Blank

12.2.10.2.1.1 Connectivity covers trouble with CLEC's access to the U S WEST system for hardware configuration requirements with relevance to IMA EDI and IMA GUI; software configuration requirements with relevance to IMA EDI and IMA GUI; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password

~~verification.~~Intentionally Left Blank

~~12.2.10.2.1.2 System Availability covers system errors generated during an attempt by CLEC to place orders or open trouble reports through IMA EDI and IMA GUI. These system errors are limited to: POTS; Design Services and Repair.~~Intentionally Left Blank

~~12.2.10.2.1.3 File Outputs covers CLEC's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.~~Intentionally Left Blank

~~12.2.10.3 Additional assistance to CLECs is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located at <http://www.uswest.com/carrier/>.~~Intentionally Left Blank

12.2.11 Compensation/Cost Recovery

~~issues are not resolved via training, documentation and CLEC Help Desk.~~

12.2.11 Compensation/Cost Recovery

~~On-going and one-time startup charges as applicable will be billed as specified by the Commission upon completion of the U S WEST Generic Cost Docket Number UT 960369. On an interim basis, on-going and onetime startup charges, as contained in Exhibit A of this Agreement apply.~~ U S WEST 12.2.11.1 On-going and one-time startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with existing rules.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 ~~U S WEST Qwest~~ will provide repair and maintenance for all services covered by this Agreement in asubstantially the same time and manner equal toas that which ~~U S WEST Qwest~~ provides for ~~itself-itself, its end user customers, its Affiliates, and any other Party.~~ Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, ~~U S WEST Qwest~~ will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by ~~U S WEST to its end users.~~Qwest to its end user customers, its Affiliates, and any other Party.

12.3.1.3 ~~U S WEST Qwest~~ will perform repair service that is ~~equal~~substantially the same in timeliness and quality to that which it provides to ~~its own end users.~~its own end user customers, its Affiliates, and any other Party.

Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest retail

12.3.2 Branding

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

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

12.3.3 Service interruptions

services and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest will use unbranded maintenance and repair forms while interfacing with CLEC end user customers. Upon request, Qwest shall use CLEC provided and branded maintenance and repair forms. Qwest may not unreasonably interfere with branding by CLEC.

12.3.2.2 If required by CLEC, Qwest will use branded forms at CLEC's full expense, covering training costs, storage, printing, distribution and all other branding related costs. Except as specifically permitted by CLEC, in no event shall Qwest provide information to CLEC subscribers about CLEC or CLEC products or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned or used in connection with services by CLEC or its Affiliates, except as expressly permitted by CLEC.

12.3.3 Service interruptions

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

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

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

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble ~~condition~~, condition; it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs ~~and itself as itself, its end user customers, its Affiliates, and any other party.~~

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 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 and any associated ancillary services prior to reporting trouble to Qwest. CLEC shall have access for testing purposes at the 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 Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

~~12.3.4.1 Pursuant to applicable Washington Exchange and Network Services Catalog, Section 13, U S WEST will bill appropriate Trouble Isolation Charges for dispatched work done by U S WEST where~~ 12.3.4.2 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

~~NID or trouble is found to be in CLEC's portion of the Demarcation Point. If the trouble is on the end user's side of the Demarcation Point, and the CLEC authorizes Qwest to repair network.~~

~~12.3.4.2 Other Trouble Isolation Charges may be imposed by U S WEST on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components. trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.~~

~~12.3.4.3 When CLEC elects not to perform trouble isolation and Qwest performs tests at CLEC request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance of Service charges are set forth in Exhibit A.~~

12.3.5 Inside Wire Maintenance

~~12.3.5.1 Except where specifically required by state or federal regulatory mandates, U S WEST Qwest will not perform any maintenance of inside wire (premises wiring beyond the end user's NID/demarcation point) for CLEC or its end users.~~

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

~~12.3.6.1 U S WEST shall have no obligation to test an end user's line or circuit, but may in appropriate circumstances.~~

~~12.3.6.1 Where CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an end user customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its end user customers, its Affiliates, and any other Party.~~

~~12.3.6.2 Prior to any test being conducted on a line, U S WEST. Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an end user, Qwest must receive a trouble report from CLEC.~~

~~12.3.6.3 U S WEST end users Qwest end user customers are not given test results. On manually-reported trouble, U S WEST will not provide to CLEC the test results for its trouble reports. For electronically-reported trouble, CLEC may be provided various basic test results. manually reported trouble for non-designed services, Qwest will provide readily available test results to CLEC. On manually reported trouble for designed services provided in this Agreement, Qwest will provide CLEC test results upon request. For electronically reported trouble, Qwest will provide CLEC with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its end user customers, its Affiliates, and any other party.~~

12.3.6.4 ~~U S WEST's test systems do not support testing of unbundled network elements.~~ CLEC shall isolate the trouble condition ~~on UNE end users to U S WEST's portion of the end user's service before U S WEST to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest~~ accepts a trouble report for that ~~end user.~~ line, circuit or service. Once Qwest accepts the trouble report from CLEC, Qwest shall process the trouble report in substantially the same time and manner Qwest does for itself, its end user customers, its Affiliates, and any other party.

12.3.7 ~~Workcenter~~Work Center Interfaces

12.3.7.1 ~~U S WEST~~Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding work_centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and ~~U S WEST~~Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 CLEC and ~~U S WEST~~Qwest will provide their respective end users with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users of ~~U S WEST~~Qwest shall be instructed to report all cases of trouble to ~~U S WEST~~Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications ~~Service.~~Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end users who call the other Party.

12.3.8.1.4 CLEC and ~~U S WEST~~Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, neither Party shall make disparaging remarks about each ~~other, nor shall they use these repair calls as the basis for internal referrals or to solicit end users to market services.~~ Either U S WEST or the CLEC may respond with accurate information in answering end-other user questions.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 ~~U S WEST~~Qwest will notify CLEC of major network outages ~~as soon as is practical in substantially the same time and manner as it provides itself, its end user customers, Its Affiliates, and any other party.~~ This notification will be via e-mail to CLEC's identified contact. With the minor exception of

certain proprietary information such as customer information, U-S-WESTQwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal U-S-WEST condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to U-S-WESTQwest and/or industry standards.

12.3.9.2 U-S-WESTQwest will meet with associated personnel from CLEC to share contact information and review U-S-WEST'sQwest's outage restoral processes and notification processes.

12.3.9.3 U-S-WEST'sQwest's emergency restoration process operates on a 7X24 basis.

12.3.10 –Protective Maintenance

12.3.10.1 U-S-WESTQwest will perform scheduled maintenance equal inof substantially the same type and quality to that which it provides to itself, its end user customers, its Affiliates, and any other party.

12.3.10.2 U-S-WESTQwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide such notice in substantially the same time and manner as it provides itself, its end user customers, its Affiliates, and any other Party. Such process work will include establishment of reasonable thresholds and notification standards.

12.3.11 Hours of Coverage

12.3.11.1 U-S-WEST'sQwest's repair operation is seven days a week, 24 hours a day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, U-S-WEST'sQwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 U-S-WESTQwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the processes U S WEST employs for its own end users. U S WEST provided in substantially the same type and quality as Qwest employs for itself, its end user customers, its Affiliates, and any other Party. Qwest escalations are manual processes.

12.3.12.2 U-S-WESTQwest repair escalations begin with calls to the up-front trouble reporting centers.

12.3.13 Dispatch

12.3.13.1 ~~U-S-WEST~~Qwest will provide maintenance dispatch personnel ~~on the same schedule as~~ in substantially the same time and manner it provides for ~~its own end users itself, its end user customers its Affiliates, and any other Party.~~

12.3.13.2 Upon the receipt of a trouble report from CLEC, ~~U-S-WEST will do all that is reasonable and practical, according to internal~~Qwest will follow internal processes and industry standards, to resolve the repair condition. ~~U-S-WEST~~Qwest will dispatch repair personnel on occasion to repair the condition. It will be ~~U-S-WEST's~~Qwest's decision whether or not to send a technician out on a dispatch. ~~U-S-WEST~~Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should CLEC require a dispatch when ~~U-S-WEST~~Qwest believes the dispatch is not necessary, appropriate charges will be billed by ~~U-S-WEST~~Qwest to CLEC for those dispatch-related costs in accordance with Exhibit A.

12.3.13.3 For POTS lines, ~~U-S-WEST~~Qwest will not request authorization from CLEC prior to dispatch for which CLEC will not be liable. For lines supported by ~~U-S-WEST's~~Qwest's designed services process, ~~U-S-WEST~~Qwest may accept CLEC authorization to dispatch. ~~U-S-WEST's operational processes are regularly reviewed and may be altered in the future. Should processes be changed, CLEC will be notified.~~

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through ~~IMA or MEDIACC EB~~the electronic bonding or GUI interfaces provided by Qwest.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of ~~U-S-WEST~~Qwest end users or on behalf of CLEC end users, will receive similar commitment intervals in substantially the same time and manner as Qwest provides for itself, to its end user customers, its Affiliates and any other Party.

12.3.16 Jeopardy Management

12.3.16.1 ~~Notification to CLEC will be given on the same basis~~ Qwest will notify CLEC that a trouble report interval is likely to be missed in substantially the same time and manner as Qwest provides this information to itself, its end user customers, its Affiliates, and any other party.

12.3.17 Trouble Screening

12.3.17.1 ~~CLEC shall screen and test its end user trouble reports completely enough to insure,~~ to the extent possible, that it sends to ~~U-S-WEST~~Qwest only trouble reports that involve ~~U-S-WEST facilities.~~

Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening.

12.3.17.2 ~~U-S-WEST~~Qwest will cooperate with CLEC to show CLEC how ~~U-S-WEST~~Qwest screens trouble conditions in its own centers, so that CLEC ~~will~~may employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 ~~U-S-WEST~~Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On ~~manually reported~~manually reported trouble, ~~U-S-WEST~~Qwest will inform CLEC of repair completion ~~as soon as is practical after its completion in substantially the same time and manner as Qwest provides to itself, its end user customers, its Affiliates, and any other party.~~ On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.18.2.1 On manually reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its end user customers, its Affiliates, and any other Party. On electronically reported trouble reports, the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Interface Responsibilities

12.3.19.1 CLEC will be responsible for all interactions with its end users including service call handling and notifying its end users of trouble status and resolution.

12.3.19.2 All ~~U-S-WEST~~Qwest employees who perform repair service for CLEC end users will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the customer of record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, customer of record shall be Qwest's single and sole point of contact for all CLEC/DLEC customers.

12.3.20 Repair Call Handling

12.3.20.1 ~~Manually reported~~Manually reported repair calls by CLEC to ~~U-S-WEST~~Qwest will be answered with substantially the same quality and speed as ~~U-S-WEST~~Qwest answers calls from its own end users.

12.3.21 Single Point of Contact

12.3.21.1 ~~U-S WEST~~Qwest will provide a single point of contact for CLEC to report maintenance issues and trouble reports seven days a week, twenty-four hours a day. A single 7X24 trouble reporting telephone number will be provided to CLEC for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 ~~U-S WEST~~Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about ~~U-S WEST's~~Qwest's NPAs, LATAs, Access Tandems and ~~Central Offices~~-central offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via ~~U-S WEST's~~Qwest's Web site.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated every two weeks in substantially the same time and manner as Qwest updates the same data for itself, its end users, its Affiliates, and any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, ~~U-S WEST~~Qwest performs major switch maintenance activities off-hours, during certain "maintenance windows".

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain ~~Time~~. Qwest will provide notification of any and all maintenance activities that may impact CLEC ordering practices such as embargos, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its end user customers, its Affiliates, and any other Party.

12.3.23.3 Intentionally Left Blank~~Although U-S WEST normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.~~

12.3.23.4 Intentionally Left Blank~~Planned generic upgrades to U-S WEST switches are included in the ICONN database, available to CLEC via U-S WEST's Web site.~~

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an ~~unbundled network element~~Unbundled Network Element or ancillary service that is not already available as described ~~herein~~in other sections of this Agreement, including but not limited to Exhibit F, or any other Interconnection Agreement, tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). ~~U-S-WEST~~Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, ~~if available~~, and the technical feasibility of new/different points of Interconnection. ~~U-S-WEST~~Qwest will administer the BFR Process in a ~~non-non~~non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate ~~U-S-WEST~~Qwest form for BFRs. CLEC and ~~U-S-WEST~~Qwest ~~will~~may work together to prepare the BFR form ~~and either Party may request that such coordination be handled on an expedited basis~~. This form shall be accompanied by the ~~non-refundable~~ Processing Fee specified in Exhibit A of this Agreement. ~~Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form~~. The form will request, and CLEC will need to provide, ~~at a minimum~~the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing CLEC's request:

- ~~(a)~~a17.2.1 ~~A~~ technical description of each requested Network Element or new/different points of Interconnection or ancillary services;
- ~~(b)~~the17.2.2 ~~The~~ desired interface specification;
- ~~(c)~~each17.2.3 ~~Each~~ requested type of Interconnection or access;
- ~~(d)~~a17.2.4 ~~A~~ statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;
- ~~(e)~~the17.2.5 ~~The~~ quantity requested;
- ~~(f)~~the17.2.6 ~~The~~ specific location ~~requested;~~requested.
- ~~(g)~~ ~~if the requested unbundled network element is a proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and~~
- ~~(h)~~ ~~if the requested Unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that denial of access to such non-proprietary unbundled network element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to~~

~~complete would be significantly impaired or thwarted without access to such unbundled network element.~~

17.3 Within ~~fifteen (15) calendar~~two (2) business days of its receipt, ~~U S WEST~~Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, ~~U S WEST~~Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within ~~thirty (30)~~twenty-one (21) calendar days of its receipt of the BFR and all information necessary to process it, ~~U S WEST~~Qwest shall provide to CLEC a ~~preliminary~~an analysis of the BFR. The ~~preliminary~~analysis shall specify ~~U S WEST's~~Qwest's conclusions as to whether or not the requested Interconnection or access to an ~~unbundled network element~~Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If ~~U S WEST~~Qwest determines during the ~~thirty (30)~~twenty-one (21) day period that a BFR does not qualify as an ~~unbundled network element~~Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act, ~~U S WEST~~Act or state law, Qwest shall advise CLEC as soon as reasonably possible of that fact, and ~~U S WEST~~Qwest shall promptly, but in no case later than ~~ten (10) calendar days after making such a determination,~~the twenty-one (21) day period, provide a written report setting forth the basis for its conclusion.

17.6 If ~~U S WEST~~Qwest determines during ~~the thirty (30)~~such twenty-one (21) day period that the BFR qualifies under the Act or state law, it shall notify CLEC in writing of such determination within ten (10) calendar days, but in no case later than the end of such twenty-one (21) day period.

17.7 As soon as feasible, but in any case within ~~ninety (90)~~forty-five (45) calendar days after ~~U S WEST~~Qwest notifies CLEC that the BFR qualifies under the Act, ~~U S WEST~~Qwest shall provide to CLEC a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, ~~unbundled network element~~Unbundled Network Element or ancillary service and any minimum volume and term commitments ~~required,~~required, and the timeframes the request will be provisioned.

17.8 ~~If U S WEST has indicated minimum volume and term commitments, then within 30 business days of its~~CLEC has sixty (60) business days upon receipt of the BFR quote, ~~CLEC must~~to either agree to purchase under ~~those commitments,~~the quoted price or cancel its BFR, ~~or seek mediation or arbitration.~~

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but ~~in the event of such cancellation CLEC will pay U S WEST's reasonable development costs incurred in providing the Interconnection,~~may be subject to termination liability assessment or minimum period charges.

~~Unbundled Network Element, or ancillary service to the extent that those development costs are not otherwise amortized.~~

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may ~~seek arbitration pursuant to~~invoke the Dispute Resolution provision of this Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event CLEC has submitted a Request for an Interconnection, an Unbundled Network Element or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by that CLEC shall not be subject to the BFR Process. To the extent Qwest has deployed a substantially similar Interconnection, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall be not required. Qwest may only require CLEC to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsections 17.2.1 through 17.2.6 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to CLEC shall not exceed the BFR quoted price.

Section 18.0 – AUDIT PROCESS

18.1 For purposes of this Section the following definitions shall apply:

18.1.1 “Audit” means a comprehensive review of the books, records, and other documents used in the billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 “Examination” shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations, as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period. Either Party may audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement, which are over twenty-four (24) months old, will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least 24 months.

18.2.8 Audit or Examination Expenses

~~18.2.8~~ 18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the Audit or Examination. For purposes of this Section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting billed and results in a refund and/or reduction in the billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that ~~an Audit be conducted by~~ a mutually agreed-to independent auditor. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor ~~shall be shared equally by the Parties. Shall be shared~~ equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) days after the Parties' receipt of the final audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. ~~The interest~~ 18.2.11
~~_____ The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days shall be escalated to the Vice-President level after completion of the Audit or Examination, they may be resolved, at either Party's election, pursuant to the Dispute Resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.~~

18.2.12 Neither the right to examine and audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and U-S-WESTQwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliateAffiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates'Affiliates' disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to unbundled loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to unbundled loops or ancillary services specifically provided for in this Agreement, U S WEST Qwest will consider requests to build additional or further facilities for network Interconnection and access to unbundled loops or ancillary services, as described in the applicable section of this Agreement.

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

19.3 A quote for CLEC's portion of a specific job will be provided to CLEC. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, CLEC will be billed the quoted price and construction will commence after receipt of payment, provided, however, that when the CLEC orders the same or substantially similar service available to U S WEST end users, nothing in this Section shall be interpreted to authorize U S WEST to charge CLEC for special construction where such charges are not provided for in a tariff or where such charges would not be applied to a U S WEST end user. ~~payment.~~ If CLEC chooses not to have U S WEST Qwest construct the facilities, U S WEST Qwest reserves the right to bill CLEC for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, CLEC's service ~~application date~~ Application Date will become the date upon which U S WEST Qwest receives the required payment.

Section 22.0 - SIGNATURE PAGE

By signing below, CLEC adopts this SGAT and upon receipt by Qwest, the parties agree to abide by the terms and conditions set forth in this Interconnection Agreement.

(CLEC)

Qwest Corporation

Signature

Signature*

Name Printed/Typed

_____ Name Printed/Typed

Title

Title

Date

Date