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BEFORE THE ARIZONA CORPORATION COMMISSION

WILLIAM A. MUNDELL
Commissioner
JAMES M. IRVIN
Commissioner
MARC SPITZER
Commissioner

Arizona Corporation Commission

DOCKETED

MAR 05 2001

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ARIZONA CORPORATION COMMISSION
DOCKET CENTER

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RECEIVED

IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
STATEMENT OF GENERALLY
AVAILABLE TERMS AND
CONDITIONS

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) **DOCKET NO. T-01051B-99-0068**
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IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF
1996

) **DOCKET NO. T-00000A-97-0238**
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**QWEST'S REPLY TO AT&T'S OPPOSITION TO QWEST'S
MOTION TO ADMIT SGAT CHANGES**

Qwest Corporation ("Qwest") submits this response to the Opposition to Qwest's Motion to Admit Statement of Generally Available Terms ("SGAT") Changes of AT&T Communications of the Mountain States, Inc. and TCG Phoenix ("AT&T").

In its Opposition, AT&T states that it does not believe that the SGAT Qwest submitted with its motion properly reflects language that Qwest and participating CLECs have agreed to in Section 271 workshops in other states. Qwest responds to AT&T's concerns as follows:

A. Section 9.13 – Access to Signaling

AT&T states that Qwest has added language to section 9.13, 9.13.3.2.2, 9.13.3.2.3 and 9.13.3.2.4. that has not been discussed or agreed to in any other Section 271 workshop on checklist item 10. Qwest will delete this language from the Arizona SGAT.

B. Section 10.5 - Directory Assistance

AT&T states that Qwest has added a forecasting section in Section 10.5.2.12 that was never discussed or agreed to in any other Section 271 workshop on this checklist item. Although AT&T is incorrect that this language has not been presented in other Section 271 workshops,¹ Qwest will delete this language from the Arizona SGAT.

C. Section 10.7 - Operator Services

AT&T states that Qwest has added language for Section 10.7.2.8 and a forecasting language in Section 10.7.2.14 that was not presented or agreed to in any other Section 271 workshop on this checklist item. Although AT&T is incorrect that this language has not been presented in other Section 271 workshops,² Qwest will delete this language from the Arizona SGAT.

D. Section 10.8 – Access to Poles, Ducts, Conduits and Rights of Way

With respect to this Section, AT&T believes that Qwest has omitted language that AT&T claims "has been agreed to by all parties in Section 271 proceedings in other states." AT&T Opposition at 3. For some of the changes, however, AT&T itself has opposed the revisions.

For example, AT&T opposes omission of provisions in the Arizona SGAT that relate to an "Access Agreement" that was not presented in Arizona workshops, but that

¹ This language was presented and discussed in the Rebuttal Testimony of Lori A. Simpson, filed November 5, 2000, in the multi-state proceeding. It is also reflected in Exhibit LAS-18 to Ms. Simpson's November rebuttal testimony. AT&T did not oppose this language in briefing on this checklist item in the multi-state proceeding.

² This language was presented and discussed in the Rebuttal Testimony of Lori A. Simpson, filed November 5, 2000, in the multi-state proceeding. It is also reflected in Exhibit LAS-20 to Ms. Simpson's November rebuttal testimony. AT&T did not oppose this language in briefing on this checklist item in the multi-state proceeding.

was proposed in other Section 271 workshops. As AT&T admits, however, "[t]here remain, however, two disputed issues with respect to the Access Agreement." AT&T Opposition at 3. AT&T describes its disputes with the Access Agreement at considerable length, demonstrating that the Access Agreement is not a consensus document. Furthermore, in Oregon, the Administrative Law Judge asked the parties to prepare a "Consensus SGAT" that reflected all provisions agreed to for purposes of the first workshop, which covered checklist items 3, 7, 8, 9, 10, 12, and 13. AT&T and WorldCom, Inc. declined to consider the Access Agreement consensus in Oregon. They also declined to designate Sections 10.8.3.1, 10.8.4.1.3, and 10.8.4.2 as consensus. *See* Letter from Rebecca B. DeCook to Lawrence Reichman, dated November 28, 2000, at 3, attached hereto as Attachment 1.³ Accordingly, Qwest did not include either the Access Agreement or those provisions identified by AT&T as disputed as consensus language for inclusion in Arizona.

If AT&T were to assert that it would like the Access Agreement incorporated into the Arizona SGAT, and it has no continuing disputes with any of its terms or the SGAT provisions that reference it, then Qwest would offer the Access Agreement and the SGAT provisions that relate to it in Arizona so long as no other CLEC objects to their terms. However, AT&T appears instead to be asserting that it wants only the parts of the Access Agreement it has not objected to brought into Arizona. That is not a legitimate request at this stage, well after the close of the workshop on checklist item 3. If that workshop were still open, Qwest would bring in the Access Agreement in its entirety and deal with AT&T's two objections on the merits. However, the workshop has closed, which means that new issues may not be raised. It goes without saying that the closure of the workshop surely precludes AT&T from insisting that an impasse issue from other states

³ The references in Ms. DeCook's letter to 10.8.1.3 should be to 10.8.3.1, which AT&T deleted when Qwest asked AT&T to delete disputed provisions in the Consensus SGAT.

be brought into Arizona and automatically be decided in its favor, but that is exactly what AT&T appears to be requesting.

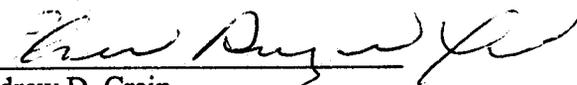
AT&T further states that Section 10.8.1.3.1 appears to have been omitted from Qwest's SGAT revision. However, in the multi-state proceeding, AT&T asserted that it opposed this provision. In its Statement of Position and Brief on Certain Remaining Non-OSS Related at 27, AT&T stated: "Qwest proposed revisions to Section 10.8.1.3.1. For the same reasons discussed above relative to Section 10.8.1.5, AT&T objects to Qwest proposed revisions." If AT&T withdraws that objection, Qwest will propose that language in Arizona and incorporate it, so long as no other CLEC opposes it.

AT&T also states that Qwest has omitted the last sentence of Section 10.8.2.10.2, and states that this revision was not discussed or agreed to in any other state workshop. Qwest notes that it presented this deletion in the multi-state proceeding in the Rebuttal Testimony of Thomas R. Freeberg and Exhibit TRF-5. It is also reflected in Attachment B to AT&T's own Opposition. In addition, as Mr. Freeberg explained in his rebuttal testimony, this deletion is simply ministerial: the deleted sentence is out of place and is duplicative of identical language already contained in Section 10.8.2. Regardless, Qwest will insert this sentence back if AT&T demands it.

AT&T states that Section 10.8.3.1 has several provisions that have been omitted, and that Sections 10.8.4.1.3 and 10.8.4.2 have been omitted. These provisions, as proposed in other states, contain numerous references to the Access Agreement presented in those states. As set forth above, AT&T has claimed that the Access Agreement is not a consensus document. In addition, as discussed above, AT&T declined to consider this language consensus in Oregon. *See Oregon Consensus SGAT*, attached hereto as Attachment 2. Accordingly, Qwest did not present this language in Arizona, and the SGAT language attached to its motion reflected only the language agreed upon at the close of the Arizona workshop on checklist item 3.

DATED this 5th day of March, 2001.

Qwest Corporation

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Attachment 1

November 28, 2000

Via E-Mail

Lawrence Reichman
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Portland, OR 97204-3715
FAX: (503) 727-2222

Re: In the Matter of an Investigation into the Entry of Qwest Corporation into In-Region InterLATA Services under Section 271 of the Telecommunications Act of 1996, Oregon Docket No. UM 823

Mr. Reichman:

Set forth below is AT&T's and Worldcom's ("WCom") response to the revised "Consensus" SGAT and Ms. Sacilotto's letter of November 17, 2000, as well as Mr. Beck's letter dated September 15, 2000.

In Ms. Sacilotto's letter, Qwest contends that portions of Section 7.0 of the SGAT were discussed in both Workshops 1 and 2, and Qwest has included in this version of the "Consensus" SGAT language it believes has been closed for purposes of both workshops. AT&T and WCom do not agree that most of the Section 7.0 provisions included in the "Consensus" SGAT are closed for purposes of both workshops. It is AT&T and WCom's position that the majority of Section 7.0 is still under discussions in Workshop 2 and it would be premature to reflect the Section 7.0 provisions as consensus. Therefore, AT&T and WCom continue to object to the inclusion of many of the provisions of Section 7.0 in the "Consensus" SGAT.

It is AT&T and WCom's position that the Administrative Law Judge requested consensus SGAT language stemming from Workshop 1. Indeed, that is exactly what Qwest has labeled the "Consensus" SGAT it has circulated for approval. While many provisions in Section 7.0 were discussed in Workshop 1 because of the interrelationship between interconnection and reciprocal compensation in Qwest's SGAT, these provisions remain under discussion in Workshop 2. Specifically, in the recent follow up workshop in Arizona, Qwest has proposed changes to Section 7.0 in response to AT&T and WCom concerns to clarify the distinction between interconnection required to be offered under the Act and FCC Rules and orders and Qwest's product designation, "Local Interconnection Service" or "LIS." The

reference to LIS in Qwest's SGAT is still under discussion and is expected to be addressed during follow-up workshops scheduled in both Washington and Oregon. These discussions could result in material changes to many provisions in Section 7.0, including those in the most recent version of the "Consensus SGAT." Therefore, it would be premature and confusing to reflect the Section 7.0 language in the "Consensus" SGAT as consensus.

In addition to the LIS issue, AT&T and WCom are concerned that the "Consensus" SGAT fails to reflect other language changes under consideration in other states that are expected to be discussed during follow-up workshops in Washington and Oregon. For example, Sections 7.1.1 and its subsections, 7.1.2, 7.2.1.1, 7.2.1.2.1, 7.2.1.2.2, 7.2.2.1.1, 7.2.2.1.4, 7.2.2.2.1, 7.2.2.7, 7.3.1, 7.3.1.1, 7.3.1.1.3, 7.3.1.2, 7.3.2 in its entirety (except 7.2.2.3.2), 7.3.4 in its entirety, 7.3.5.1, 7.3.5.2 and 7.3.7.1 are either under discussion or remain in dispute. Therefore, to include these provisions in the "Consensus" SGAT is inappropriate.

Furthermore, while Qwest has employed a highlighting convention to indicate that disputes exist regarding Sections 7.2.1.1, 7.2.1.2.1, 7.3.1, 7.3.1.1.3.1, and 7.3.2.2, AT&T and WCom reject any claim by Qwest that the highlighted sections reflect the only words that may be modified upon resolution of the dispute. The fact that any portion of a provision is disputed, puts the entire provision in dispute. As a result, more than the highlighted words may require revision, depending on the Commission's final ruling on the dispute.

AT&T and WCom are also concerned that the footnote references are imprecise and fail to adequately characterize the dispute between the parties. With respect to sections 7.2.1.1, 7.3.1 and any other provisions relating to switched access, AT&T and WCom dispute their presence in this SGAT and Qwest's attempt to force CLECs to charge the same rates for switched access service as those charged by Qwest. As explained AT&T and WCom in this proceeding, the SGAT relates to interconnection and access to UNEs, not switched access and these provisions improperly impose obligations, including reciprocal pricing obligations on CLECs, as a condition of obtaining the interconnection CLECs are entitled to under the Act. To the extent Qwest seeks to impose such an improper conditions on interconnection, that would be a violation of the Section 251 of the Act and would be Section 271-affecting. However, during Workshop 1, AT&T and WCom agreed to address these terms in the discussion of general terms and conditions or the separate SGAT proceeding, so long as AT&T and WCom (or any CLEC) are not obligated to agree to these terms if they pick other provisions within Sections 7.2 and 7.3. Concerns regarding these provisions have also been raised in Workshop 2 and are still in dispute. Consequently, these provisions should be stricken because they are not consensus.

As for Sections 7.3.1.1.3.1 and 7.3.2.2, the footnote suggests that the parties have not stipulated to the treatment of Internet-related traffic. Again, the footnote is misleading. These provisions are not consensus and therefore should be stricken from the "Consensus" SGAT in their entirety. The treatment of Internet-related traffic remains a disputed issue. In fact, these provisions, in addition to 7.3.4.1.3, were referenced in AT&T and WCom's Joint Statement of Position and Brief on Certain Remaining Non-OSS Related Checklist Items as requiring revision.

In addition, in the "Consensus" SGAT, Qwest has highlighted every reference to Exhibit A and stated in a footnote that AT&T will not stipulate to any rate in Exhibit A that are not Commission-approved. Again this statement is incomplete. AT&T and WCom have also disputed language in the SGAT requiring CLECs to charge the rates that are set forth in Exhibit A, as opposed to their own charges based upon the CLECs costs. Therefore, the provisions that reference Exhibit A are disputed and should not be reflected in the "Consensus" SGAT.

In sum, for Section 7.0, we do agree with the removal of Section 7.1.2.4. In addition, we have no objection to the inclusion of the following provisions in the "Consensus" SGAT: Sections 7.2.1.2.5, 7.2.2.3 and its subsections, 7.3.2.1.3, and 7.3.8.

Next, the entire Section 9.17 regarding the Internetwork Calling Name database has been disputed by WCom and should be removed from the "Consensus" SGAT. Again, this is an issue regarding Qwest's highlighting convention and the concern that the highlighted words may not be the only words that require revision. Depending upon the Commission's ruling on this issue, further conforming revisions may be required.

With respect to Sections 10.8.1.3, 10.8.4.1.2, 10.8.4.1.3, 10.8.4.2, Exhibit D, and the documents entitled "Consent Regarding Access Agreement" and "Consent To Disclosure," AT&T and WCom's position is very simple and logical. Many of the subsections organized under Section 10.8 of the SGAT that Mr. Beck identified in his November 15, 2000 letter are sections that may need conforming changes depending upon the resolution of underlying issues. For example, in Section 10.8.1.3, AT&T and WCom do not dispute that some sort of document memorializing a CLECs rights of access to a given right of way may be convenient or appropriate, however, until the form of such document is settled, it would be premature for AT&T and WCom to state that each word of this provision is settled. As indicated above, merely assuming that only certain words that are specifically highlighted will require revision is presumptuous and unreasonable. While the highlighting of a reference to the Access Agreement in Section 10.8.1.3 serves as a convenient reminder to a larger dispute, as AT&T and WCom stated above, Qwest's assertion that the convention of highlighting represents the only words that may be require modification upon resolution of the dispute is improper.

Similarly, the Access Agreement attached as Exhibit D may be an appropriate document to memorialize a CLECs access to a right of way, but until the attachments to that document (i.e. the Consent to Disclosure and Consent Regarding Access Agreement) are settled, it is premature for AT&T and WCom to represent that no conforming changes will need to be made to Exhibit D.

Section 10.8.4.1.3, represents a further difficulty with Qwest's highlighting convention: it is incomplete. Qwest shows only the second sentence of this section as disputed. However, the first sentence assumes that Qwest will only disclose "publicly recorded" agreements to the CLEC. Surely if the requirement of obtaining consent for disclosure of underlying ROW documents is decided against Qwest, this sentence will also need to be modified.

Section 10.8.2.24 contains an error that Qwest may not have identified. Qwest has agreed that all documents memorializing a CLECs access to a given ROW be recorded, unless the underlying ROW agreement was recorded. Qwest should modify this last the last sentence in this paragraph to conform to the agreement of the parties.

With respect to Section 1.8 (pick and choose), negotiations are currently underway on language proposed by XO in Washington. To the extent revised language is agreed to by Qwest and other parties in Washington, it should be rolled into the SGAT in Oregon. Until that time, the language reflected in the "Consensus" SGAT is the consensus language. However, once revised consensus language is reached in Washington or in other states, AT&T and WCom expect Qwest to roll such language into the Oregon SGAT expeditiously. If Qwest doesn't, AT&T and WCom will move to do so.

Again, a small nit, Section 10.6.2.1 contains the following duplicate phrase that should be deleted: "or for other incidental use by other carrier's customers."

Finally, while Section 15.0 has no relationship to any checklist item at issue in Workshop 1, AT&T and WCom have no objection to the provisions set forth therein.

Lawrence Reichman
November 28, 2000
Page 5

I have been authorized by WCom to sign this letter on its behalf.

Sincerely,

Rebecca B. DeCook

RBD/jb

Enclosure

Hard copy to follow by U.S. Mail

cc: Parties of Record

Attachment 2

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

WORKSHOP 1 CONSENSUS LANGUAGE

NOTE: This is a partial SGAT intended to reflect stipulated consensus language from Oregon workshop 1. All of the terms included in this document are agreed to or undisputed by the parties involved in Oregon workshop 1. This document reflects revisions made to the SGAT filed April 24, 2000 to reach consensus on an issue. References to Exhibit A have been highlighted because AT&T and WCom dispute any rates in Exhibit A that are not Commission-approved. Although some rates in the Consensus SGAT may be Commission-approved, all references to Exhibit A are highlighted to reflect AT&T and WCom's position.

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: 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. 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. 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 CLEC disputes Qwest's written response that additional SGAT provisions are legitimately related, then CLEC may immediately demand that the dispute be settled by arbitration 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, the 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

OREGON WORKSHOP 1
CONSENSUS LANGUAGE

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) ~~fifteen (15)~~ business days from receipt of the signed amendment. The amendment shall be deemed effective upon approval of the amendment by the Commission.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and sent by certified mail, return receipt requested, to Qwest and CLEC at the addresses shown below:

Qwest
Director Interconnection Compliance
1801 California, Room 2410
Denver, CO 80202

With copy to:
Attention:
Corporate Counsel, Interconnection
1801 California Street, 51st49th Floor
Denver, CO 80202

and to CLEC at the address shown below:
Name:

Section 7.0 – LOCAL INTERCONNECTION SERVICE (LIS)¹

7.1.2 LIS Methods of Interconnection of Interconnection²

7.1.2.4 Intentionally left blank LIS Inter Local Calling Area (LCA) Facility

7.1.2.4.1 Intentionally left blank CLEC may request Qwest provided facilities to transport Exchange Service (EAS/Local traffic) from a virtual local POI ("Local POI") in a Qwest local calling area to a POI located in an EAS/local serving area in which the CLEC desires to serve originating NPA-NXXCLEC customers, with its own NXX, the LIS InterLCA Facility product is available to establish a [CLEC] POI to serve this distant EAS/local serving area (a "distant POI"). The Qwest provided facilities interconnecting a Qwest local calling area to a distant POI are LIS interLocal Calling Area (LCA) facilities.

7.1.2.4.2 Intentionally left blank The actual origination of the LIS InterLCA Facility shall be in the Qwest Wire Center located in the distant EAS/local serving area where CLEC has a physical presence and has established the distant POI. CLEC may use interconnection arrangements (1), (2), or (3), as outlined in Section 7.1.2, to establish the distant POI.

7.1.2.4.3 Intentionally left blank If the distance between the Qwest Central Office in the local calling area and the distant POI is twenty (20) miles or less, the fixed and per mile rates for Direct Trunk Transport (DTT) shall apply in accordance with Exhibit A.

7.1.2.4.4 Intentionally left blank If the distance between the Qwest Central Office in the local calling area and the distant POI is greater than twenty (20) miles, the fixed and per mile DTT rates shall apply to the first twenty (20) miles in accordance with Exhibit A, and the remaining miles are rated as intrastate monthly fixed and per mile DS1 Private Line Transport Services. The Private Line Transport Services rates are contained in the applicable state Private Line catalogs and Tariffs.

7.1.2.4.5 Intentionally left blank Qwest will reduce the rate for the first twenty (20) miles of the interLCA facility to reflect the portion of the interLCA facility that is used by Qwest to transport Qwest originated traffic to CLEC, in accordance with Section 7.3.2.2. Qwest shall not be required to reduce the Private Line Transport Services rates for the portion of the interLCA facility that exceeds twenty (20) miles in length.

7.1.2.4.6 Intentionally left blank In addition, CLEC may choose to purchase a Private Line Transport Services DS3 from Qwest as a Customer Facility Assignment (CFA) on which the LIS InterLCA Facility would ride. CLEC will purchase a Private Line DS3 to DS1 multiplexer to support the DS1 InterLCA Facility. If CLEC chooses to utilize a Private Line DS3 as CFA, these rates will be billed out of the applicable Private Line Transport Services catalogs or Tariffs.

¹ AT&T and WCom dispute the title, and Qwest has highlighted it as disputed. It has not deleted the title as deletion may cause confusion.

² AT&T and WCom dispute the title, and Qwest has highlighted it as disputed. It has not deleted the title as deletion may cause confusion.

~~This DS3 Private Line service must originate from distant POI and terminate in the Qwest Central Office in the local calling area.~~

~~7.1.2.4.7 Intentionally left blank The LIS InterLCA Facility may be used only to transport local exchange traffic between Qwest and CLEC customers located within the Qwest local calling area.~~

~~7.1.2.4.8 Intentionally left blank The LIS InterLCA Facility cannot be used to access unbundled network elements.~~

~~7.1.2.4.9 Intentionally left blank The LIS InterLCA Facility is available only where facilities are available. Qwest is not obligated to construct new facilities to provide a LIS InterLCA Facility.~~

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.2 The traffic types to be exchanged under this Agreement include:

7.2.1.2.5 Traffic having special billing or trunking requirements includes, but is not limited to, the following:

- a) Directory Assistance;
- b) 911/E911;
- c) Operator busy line interrupt and verify; and
- d) Toll free services.

7.2.2 Terms and Conditions

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by CLEC for termination to another CLEC, existing LEC, IXC, or wireless carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to CLEC.

7.2.2.3.2 To the extent technically feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full interoperability and billing functions.

7.2.2.3.3 The originating company is responsible for payment of appropriate rates to the transit company and to the terminating company. In the case of Exchange Access (IntraLATA Toll) traffic where Qwest is the designated IntraLATA Toll provider for existing LECs, Qwest will be responsible for payment of appropriate usage rates.

7.2.2.3.4 When Qwest receives an unqueried call from CLEC to a number that has been ported to another local services provider, the transit rate will apply.

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

7.3.2 Direct Trunked Transport

7.3.2.1 Either Party may elect to purchase Direct Trunked Transport from the other Party.

7.3.2.1.3 Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center and the local/access tandem or end office.

7.3.8 Signalling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN or reasonable alternative (i.e., charge-to-number), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. ~~Since Qwest is a transit provider for many carriers, the t~~Traffic sent to the CLEC without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than 5% of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other party. Qwest will provide to CLEC, upon request, information to demonstrate that Qwest's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Qwest will provide CLEC with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and service management systems (SMS) on an unbundled basis. The individual call-related databases and associated SMS are addressed in Sections 9.14 – 9.17. Access to Qwest's signaling network provides for the exchange of signaling information ~~between US WEST and CLEC~~ necessary to exchange traffic and access call-related databases. Signaling networks enable CLEC the ability to send SS7 messages between its switches and Qwest's switches, and between CLEC's switches and those third party networks with which Qwest's signaling network is connected. CLEC may access Qwest's signaling network from a CLEC switch via unbundled signaling and unbundled signaling transport elements between CLEC's switch and Qwest STPs. CLEC may access Qwest's signaling network from each of its switches via a signaling link pair between its switch and the Qwest STPs. CLEC may make such connection in the same manner as Qwest connects one of its own switches to STPs. Access to Qwest's signaling network for purposes of interconnection and the exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the parties shall be Signaling System 7.

9.13.1.2 Common Channel Signaling Access Capability/Signaling System 7 (CCSAC/SS7) provides multiple pieces of signaling information via the SS7 network. This signaling information includes, but is not limited to, specific information regarding calls made on associated Feature Group D trunks and/or LIS trunks, Line Information Database (LIDB) data, Local Number Portability (LNP), Custom Local Area Signaling Services (CLASS), 8XX set up information, Call Set Up information and transient messages.

9.13.1.3 Optional Features of CCSAC/SS7 are dependent on specific CLEC design requirements as well as the existence of adequate transport facilities. Transport facilities must be in place to accommodate Call Set Up of related Feature Group D and/or LIS messages, transient messages, and other ancillary services (e.g., LIDB data and 8XX set up information).

9.13.2 Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an individual case basis based on CLEC's design requirements. All of CLEC's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from CLEC's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location. Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using unbundled network elements (UNEs) as defined in Section 9.

9.13.2.3 CLEC's CCSAC/SS7 design requirements will include, but are not limited to:

9.13.2.3.1 STP Port - This element is the point of termination to the signal switching capabilities of the STP. Access to a Qwest STP Port is required at a DS0 level.

9.13.2.3.2 Specific Point Code detail including the identification of CLEC's Originating, Destination and Signaling Options (*i.e.*, ISDN User Part [ISUP] or Transaction Capabilities Application Part [TCAP] requirements).

9.13.2.3.3 All signaling routing requirements will be identified in CLEC's design. CLEC will provide industry standard codes identifying Qwest end offices, tandems, sub-tending end offices and STPs that will be included in the designed unbundled signaling arrangement.

9.13.2.4 The CCSAC/SS7 unbundled arrangement must meet the following requirements:

9.13.2.4.1 Both Qwest and CLEC are obligated to follow existing industry standards as described in Bellcore documents including but not limited to GR-905 CORE, GR-954-CORE, GR-394-CORE and U S WEST Technical Publication 77342.

9.13.2.4.2 CLEC's switch or network SS7 node must meet industry and Qwest certification standards.

9.13.2.4.3 Unbundled transport facilities as identified in Section 9 of this Agreement must be provisioned at a minimum DS1 capacity at CLEC's Point of Presence or SPOI. This facility must be exclusively used for the transmission of network control signaling data.

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative, will be delivered by each Party to the other, CLEC to U S WEST in accordance with FCC requirements, when received from another carrier or from the telephone equipment of the end user.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by CLEC to Qwest in accordance with industry standards, where technically feasible.

9.13.2.4.6 Provisions relating to call related databases (*i.e.*, 8XX, LIDB, Advanced Intelligent Network (AIN), etc.) are contained in other Sections of this Agreement. For example, LNP is described in Section 10.2, AIN in Section 9.14, LIDB in Section 9.15, 8XX in Section 9.16, and ICNAM in Section 9.17.

9.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on CLEC's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message

rates. Pricing detail is provided in Exhibit A³ of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:

9.13.3.1 Nonrecurring Rates. CCSAC Option Activation Charge – Assessed for adding or changing a point code in the signaling network. Qwest will charge CLEC based upon its selection of either basic or database activation, as detailed in Exhibit A of this Agreement.

9.13.3.2 Recurring Rates

9.13.3.2.1 STP Port - a monthly recurring charge, per connection into the STP.

9.13.3.2.2 Signal Formulation Charge - a per call set up charge for formulating the ISUP message at a SS7 SP/SSP.

9.13.3.2.3 Signal Transport Charge - a per call set up request or data request charge for the transmission of signaling data between the local STP and an end office SP/SSP. This rate element includes separate charges for ISUP and TCAP messages.

9.13.3.2.4 Signal Switching Charge - a per call set up request or data request charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.

9.13.4 Ordering

9.13.4.1 CCSAC/SS7 unbundled CLEC-designed elements will initially require design information from CLEC. Ordering for CCSAC/SS7 will be handled on an individual basis, using service activation meetings between CLEC and Qwest. CLEC will provide a Translation Questionnaire, Link Data Sheet and ASR during the service activation meetings.

9.13.4.2 Qwest will provide jeopardy notification, Design Layout Reports (DLR), Completion Notification and Firm Order Confirmation (FOC) in a non-discriminatory manner.

9.13.4.3 Due date intervals for CCSAC/SS7 will be established on an individual case basis.

9.13.5 Maintenance and Repair

The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in Section 12 of this Agreement.

³ AT&T and WCom dispute any rates in Exhibit A that are not Commission-approved. Although some rates in the Consensus SGAT may be Commission-approved, all references to Exhibit A are highlighted to reflect AT&T and WCom's position.

9.14 AIN Services

9.14.1 Description

AIN services are offered and available as an enhancement to CLEC's SS7 capable network structure and operation of AIN Version 0.1 capable switches.

9.14.1.1 AIN Customized Services (ACS) - Allows CLEC to utilize Qwest's AIN service application development process to develop new AIN services or features. ACS is determined on an individual case basis. The elements are also combined on an individual case basis to meet CLEC's request. Services developed through the ACS process can either be implemented in Qwest's network or handed off to CLEC to be installed in its own network.

9.14.1.2 AIN Platform Access (APA) - This service allows CLEC to provide to its end users any AIN service that is deployed for CLEC utilizing the ACS process in Qwest's SCP. Qwest is responsible for the provisioning of these AIN services. CLEC will be able to populate data for provisioning of the Call Processing Records (CPRs) stored in the SCP for AIN services. The process to provision, modify or update information in the AIN databases is predominately manual.

9.14.1.3 AIN Query Processing (AQP) - TCAP queries are used to collect information from the AIN database for use in call processing of the AIN based services above. CLEC launches a query from an AIN capable switch over the SS7 network to the Qwest Signal Transfer Point (STP). This query is directed to Qwest's SCP to collect data for the response to the originating switch.

9.14.2 Terms and Conditions

9.14.2.1 AIN Customized Services (ACS) - Since each proposed service is unique and complex, when ACS is ordered, Qwest conducts a feasibility study which estimates the amount of time and cost necessary to develop the proposed service or enhancement. The charges associated with the feasibility analysis, development and implementation shall be established pursuant to the BFR process as described in Section 17. The service is developed and tested in a Qwest lab environment. If the service is implemented in Qwest's network, it goes through network test prior to implementation.

9.14.2.2 AIN Platform Access (APA)

9.14.2.2.1 Prior to activation of the AIN feature, CLEC's switch point code must be activated for AIN processing on the CCSAC/SS7 link (described in Section 9.13) that is transporting the AIN query.

9.14.2.2.2 Qwest will provide requirements for data load preparation and delivery by CLEC.

9.14.2.2.3 In order to make AAOS service work, service logic must be loaded in the AIN application to provision an AIN service on the platform for CLEC. Qwest is responsible for provisioning the Call Processing Record (CPR) in the SCP.

9.14.2.2.4 Each end user line must be provisioned by the facility owner. CLEC is responsible for setting the AIN trigger in its switch.

9.14.2.2.5 AIN Query Processing. Qwest will certify and test the CLEC switch for AIN message transmission to assure quality performance as described in Section 9.13. Qwest and CLEC will test cooperatively.

9.14.3 Rate Elements

9.14.3.1 AIN Customized Services (ACS). Hourly rates are applicable for each component of the ACS service according to the estimates determined in the feasibility analysis. The specific charges for each component and the terms and conditions for payment shall be described in the BFR response described above.

9.14.3.2 AIN Platform Access (APA). APA is billed a monthly recurring and a one-time nonrecurring charge for each AIN feature activated, per telephone number.

9.14.3.3 AIN Query Processing. The AIN service rates will be developed and assessed in accordance with the specific service requested by CLEC.

9.14.4 Ordering

9.14.4.1 ACS is ordered on an individual case basis and is coordinated through the Qwest Account Manager and Product Manager. Due date intervals for the proposal phase are detailed below:

- a) Within five business days of an inquiry, Qwest will provide CLEC with the Service Request Form.
- b) Within ten business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.
- c) Within 15 business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.
- d) Qwest will be available to attend a Service Request Meeting within five business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and CLEC come to an agreed-upon understanding of the service feature set and scope.
- e) Within 30 business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.
- f) Within 90 business days of end-user approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with CLEC so that mutually-agreeable due dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that miscellaneous charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest end users.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load CLEC records into the AIN database within ten days. Qwest will also establish translations at the STP to allow query access from CLEC switch within ten days.

9.14.4.5 Completion notification will be either by e-mail or by fax.

9.14.4.6 AIN Query Processing (AQP) – is specific to the service ordered and must be established at the time of the APA ordering process.

9.15 Interconnection to Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB) Storage

9.15.1.1 Description -- LIDB Storage

9.15.1.1.1 Line Information Database (LIDB) stores various telephone line numbers and Special Billing Number (SBN) data used by operator services systems to process and bill Alternately Billed Services (ABS) calls. The operator services system accesses LIDB data to provide originating line (calling number), billing number and terminating line (called number) information. LIDB is used for calling card validation, fraud prevention, billing or service restrictions and the sub-account information to be included on the call's billing record.

9.15.1.1.2 Bellcore's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Bellcore's TR-NWP-000029, Section 10).

9.15.1.2 Terms and Conditions -- LIDB Storage

CLEC will provide initial data, add, update or delete data, and license said data to Qwest for placement in Qwest's LIDB. CLEC will provide and maintain necessary information to enable Qwest to provide LIDB services. CLEC will ensure, to the extent possible, the accuracy of the data provided to Qwest for storage in Qwest's LIDB, and supply updated and changed data in a timely manner.

9.15.1.3 Rate Elements -- LIDB Storage

LIDB Data Storage does not have a recurring charge. When electronic access becomes available, a one-time non-recurring fee may be charged for the initial load of CLEC's data into LIDB.

9.15.1.4 Ordering -- LIDB Storage

Qwest will be responsible for loading and updating CLEC's line records into the LIDB database from the data provided by CLEC. The establishment of CLEC line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest.

Emergency updates (adds, changes, deletes) may be faxed. CLEC is responsible for the accuracy of the data which is sent to Qwest. Inquiries from CLEC must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

9.15.2 Line Validation Administration System (LVAS) Access

9.15.2.1 Description -- LVAS Access

9.15.2.1.1 LVAS is the comprehensive administrative management tool which loads the LIDB data and coordinates line record updates in Qwest's redundant LIDB databases. LVAS is the vehicle which audits stored information and assures accurate responses.

9.15.2.1.2 LVAS access is available only to facility-based CLECs.

9.15.2.2 Terms and Conditions -- LVAS Access

9.15.2.2.1 CLEC will provide Qwest with the following information:

- a) The LIDB service requested (*i.e.*, calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);
- b) CLEC's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);
- c) The NPA NXX and signaling point codes for the operator or end office switches from which queries are launched;
- d) The identity of CLEC's SS7 provider for Number Portability, ABS, OLNS and calling name;
- e) The identity of CLEC's operator services provider for ABS queries;
- f) A forecast for changes in volumes of line records, both increases and decreases; and
- g) The contact names and fax numbers of all CLEC personnel to be contacted for fraud notification and LIDB data administration.

9.15.2.2.2 CLEC will e-mail to Qwest all updates, adds, changes, and deletions to the initial file in ASCII format.

9.15.2.2.3 Within one business day of receipt of the file, Qwest will attempt to load the file into LVAS. If Qwest successfully loads the file into LVAS, the originator of CLEC's files will be notified by Qwest.

9.15.2.2.4 In the event that Qwest is not successful in loading the file because errors were detected, Qwest will e-mail the file back to CLEC with an error notice.

9.15.2.2.5 Reserved for future use.

9.15.2.2.6 Qwest will provide to CLEC the necessary methods and procedures when the LVAS electronic interface becomes available.

9.15.2.3 Rate Elements -- LVAS Access

9.15.2.3.1 LIDB Line Record Initial Load Charge - CLEC shall reimburse Qwest for all charges Qwest incurs relating to the input of CLEC's end user line record information, including the formatting of data so that it may be loaded into LVAS.

9.15.2.3.2 Mechanized Service Account Update - LVAS Access is the product which allows CLEC to add, update and delete telephone line numbers from the Qwest LIDB for CLEC's end users. Qwest will charge CLEC for each addition or update processed.

9.15.2.3.3 Individual Line Record Audit - CLEC may verify the data for a given ten digit line number using an inquiry of its end user data.

9.15.2.3.4 Account Group Audit - CLEC may audit an individual Account Group NPA-NXX.

9.15.2.4 Expedited Request Charge for Manual Updates - CLEC may request an expedited manual update to the LIDB database that requires immediate action (*i.e.*, deny PIN number). Qwest shall assess CLEC an expedited request charge for each manual update.

9.15.2.5 Ordering - LVAS Access.

LVAS report queries from CLEC must be faxed to Qwest MIDAS center using the approved forms appropriate for the type of inquiry requested.

9.15.2.6 Billing - Line Validation Administration System (LVAS) Access.

When electronic access becomes available, a per query rate may apply to each Mechanized Service Account Update, Individual Line Record Audit, Account Group Audit, and Expedited Request Charge for Manual Updates.

9.15.3 LIDB Query Service

9.15.3.1 Description - LIDB Query Service

9.15.3.1.1 LIDB Query Service provides information to query originators for use in processing Alternately Billed Services (ABS) calls. ABS call types include calling card, billed to third number, and collect calls.

9.15.3.1.2 On behalf of CLEC, Qwest will process LIDB queries from query originators (Telecommunications Carriers) requesting CLEC telephone line number data. Qwest allows LIDB query access through Qwest regional STPs.

9.15.3.2 Terms and Conditions - LIDB Query Service

9.15.3.2.1 All LIDB queries and responses from operator services systems and end offices are transmitted over a CCS network using a Signaling System 7 (SS7) protocol (TR-NWT-000246, Bell Communications Research Specification of Signaling System 7).

9.15.3.2.2 The application data needed for processing LIDB data are formatted as Transaction Capabilities Application Part (TCAP) messages. TCAP messages may be carried as an application level protocol using SS7 protocols for basic message transport.

9.15.3.2.3 The SCP node provides all protocol and interface support. CLEC SS7 connections will be required to meet Bellcore's GR905, TR954 and U S WEST's Technical Publication 77342 specifications.

9.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in accordance with section 9.15.1 (LIDB Storage), and allow access to the data subject to Qwest negotiated agreements with Telecommunications Carriers, allowing CLEC's end users the same benefits of said agreements as enjoyed by Qwest end users. Qwest will update CLEC data, as requested by CLEC. Qwest will perform services provided hereunder and determine the applicable standard for the data, in accordance with operating methods, practices and standards in effect. Qwest shall exercise reasonable efforts to provide accurate and complete LIDB information in Qwest's LIDB.

9.15.3.3 Rate Elements - LIDB Query Service

9.15.3.3.1 The recurring charges for LIDB queries for Alternately Billed Services (ABS) calls processed by an Operator Services Switch are contained in Exhibit A of this Agreement.

9.15.3.3.2 LIDB Query rates apply in addition to all applicable CCSAC charges.

9.15.3.4 Ordering - LIDB Query Service

9.15.3.4.1 LIDB requires a connection to the Common Channel Signaling Network (CCSN). Therefore, CLEC must have Common Channel Signaling Access Capability (CCSAC).

9.15.3.4.2 Provisioning of LIDB is done via the LIDB Access Request Form. Upon receipt of an accurate LIDB Access Request Form, Qwest will complete all necessary work and service will be available within seven (7) business days.

9.15.3.4.3 In addition to the LIDB Request Form, hub providers requesting LIDB services on behalf of end users must furnish Qwest a Proof of Authorization to prove that they have end-user authorization to provide these services. This letter must be on file prior to provisioning.

9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

The WatchDog Fraud Management System (FMS) processes the LIDB query detail records to establish patterns and identify potential fraudulent situations. WatchDog issues an alert to the Qwest Fraud Investigation Unit (FIU). Qwest will notify CLEC of system alerts on CLEC end user lines.

9.15.4.2 Terms and Conditions - Fraud Alert Notification

Qwest will notify CLEC of system alerts on CLEC end user lines. At the direction of CLEC, Qwest will institute a block to prevent any further occurrence of fraud or uncollectible toll charges in accordance with practices used by Qwest for its own end users. Such practices include, but are not limited to, removing from valid data those data which incur fraud or uncollectible toll charges.

9.15.4.3 Rate Elements - Fraud Alert Notification

Fraud Alert Notification will be billed on a time and material basis per alert.

9.15.4.4 Ordering - Fraud Alert Notification

As part of the planning for LIDB Data Storage, CLEC will provide Qwest a contact for fraud notification. The contact must be available 24 hours a day, 7 days a week. Qwest will not take any action when fraud notification is received other than to notify CLEC. CLEC may request that Qwest deny a calling card. Any request of this type must be followed up by a fax as a confirmation.

9.16 8XX Database Query Service

9.16.1 8XX Database Query Service is an originating service which provides the Carrier Identification Code (CIC) and/or the vertical features associated with the 8XX number. Call routing information in the SMS/800 Database reflects the desires of the owner of the 8XX number as entered in the SMS/800 by its chosen responsible organization.

9.16.2 8XX Optional Features

9.16.2.1 POTS Translation - Delivers the ten-digit Plain Old Telephone Service (POTS) number to CLEC. To determine that the call originated as an 8XX number, the trunk group must be provisioned with Automatic Number Identification (ANI). ANI digit 24 will be delivered to the trunk group.

9.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single carrier, multiple carriers, single termination or multiple terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

- a) Routing by originating NPA-NXX-XXXX;
- b) Time of day;
- c) Day of week;
- d) Specified date; and

- e) Allocation by percentage.

9.16.3 Rate Elements

9.16.3.1 The recurring charges for 8XX Database Query Service, POTS Translation, and Call Handling and Destination Features are contained in Exhibit A of this Agreement.

9.16.3.2 The rates for 8XX Database Query Service only apply to queries from CLEC's switch to the Qwest 8XX Database. If CLEC routes 8XX traffic to Qwest for delivery to an interexchange carrier, the call shall be handled as jointly provided switched access. If the CLEC routes such traffic to Qwest without performing the query, Qwest shall perform the query in accordance with its switched access tariff.

9.16.3.3 Non-recurring Options Activations Charge will apply for CLEC to activate 8XX Database Query Service. These rate elements are contained in the CCSAC/SS7 section of Exhibit A.

9.16.4 Ordering Process

9.16.4.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with 8XX Database Query Service.

9.16.4.2 The information and time intervals to order STP (links and ports) are contained in the Common Channel Signaling Capability/SS7 Section of this Agreement. STP links and ports are required with 8XX Database Query Service.

9.16.4.3 8XX Database Query Service shall be provided within 30 days after CLEC has access to the Qwest local STP.

9.16.5 Technical Requirements

9.16.5.1 Qwest shall make Qwest's Toll Free Number Database available, through its STPs, for CLEC to query from CLEC's designated switch.

9.16.5.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a Qwest switch.

9.16.6 Interface Requirements

The signaling interface between CLEC's or other local switch and the Toll-Free Number Database shall use the TCAP protocol as specified in the technical references together with the signaling network interface.

9.16.7 Technical References

SCPs/Databases shall be consistent with the following technical references:

9.16.7.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, Issue 1 (Bellcore, December 1994);

9.16.7.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994);

9.16.7.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);

9.16.7.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

9.16.7.5 GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995); and

9.16.7.6 GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995).

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

10.3 911/E911 Service

10.3.1 Description

10.3.1.1 911 and E911 provides an end user access to the applicable emergency service bureau, where available, by dialing a 3-digit universal telephone number (911).

10.3.1.2 Automatic Location Identification/Data Management System (ALI/DMS). The ALI/DMS database contains end user information (including name, address, telephone number, and sometimes special information from the local service provider or end user) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911.

10.3.1.3 Basic 911 directly connects to the PSAP all 911 calls from one or more local exchange switches that serve a geographic area. E911 provides additional selective routing flexibility for 911 calls. E911 uses end user data, contained in the ALI/DMS, to determine to which Public Safety Answering Point (PSAP) to route the call.

10.3.2 Terms and Conditions

10.3.2.1 E911 functions provided to CLEC shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its end users for such similar functionality.

10.3.2.2 In counties where Qwest has obligations under existing agreements as the primary provider of the 911 system to the county, CLEC will participate in the provision of the 911 System as described in Section 10.3.

10.3.2.3 Qwest shall conform to all state regulations concerning emergency services.

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

10.3.2.5 Each Party will be responsible for those portions of the 911 system for which it has total control, including any necessary maintenance to each Party's portion of the 911 system.

10.3.2.6 Qwest will provide CLEC with the identification of the Qwest 911 controlling office that serves each geographic area served by CLEC.

10.3.2.7 Qwest will provide CLEC with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by CLEC to acquire emergency telephone numbers for operators to handle emergency calls in those instances where CLEC's end user dials "0" instead of "911". It shall be the responsibility of CLEC to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

10.3.2.8 If a third party is the primary service provider to a county, CLEC will negotiate separately with such third party with regard to the provision of 911 service to the county. All relations between such third party and CLEC are separate from this Agreement and Qwest makes no representations on behalf of the third party.

10.3.2.9 If CLEC is the primary service provider to the county, CLEC and Qwest will negotiate the specific provisions necessary for providing 911 service to the county and will include such provisions in an amendment to this Agreement.

10.3.2.10 CLEC is responsible to collect and remit to the state end user taxes for 911 service.

10.3.2.11 CLEC is responsible for network management of its network components in compliance with the Network Reliability Council Recommendations and meeting the network standard of Qwest for the 911 call delivery.

10.3.2.12 The Parties shall provide a single point of contact to coordinate all activities under this Agreement.

10.3.2.13 Neither Party will reimburse the other for any expenses incurred in the provision of E911 services. All costs incurred by the Parties for 911/E911 services shall be billed to the appropriate PSAP.

10.3.2.14 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. CLEC shall have non-discriminatory unbundled access to the E911 database, including the listings of other LECs for purposes of providing 911 services related to the public health, safety and welfare.

10.3.3 E911 Database Updates

10.3.3.1 CLEC exchanges to be included in Qwest's E911 Database will be indicated via written notice to the appropriate 911 authority (state agency or PSAP administrator) and will not require an amendment to this Agreement.

10.3.3.2 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the E911 database. Qwest, or its designated database provider, will provide to CLEC an initial copy of the most recent Master Street Address Guide ("MSAG"), and subsequent versions on a quarterly basis, at no charge. MSAGs provided outside the quarterly schedule will be provided and charged on an individual case basis. The data will be provided in computer readable format. Qwest shall provide CLEC access to the Master Street and Address Guide at a level of accuracy and reliability that is equivalent to the access Qwest provides to itself.

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for CLEC will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own end-users.

10.3.4.2 For selective routing table updates, facilities-based CLECs will negotiate directly with Qwest's database provider for the input and validation of end user data into the Qwest Automatic Location Identification ("ALI") database. CLEC will negotiate directly with the PSAP (or PSAP agency's) DMS/ALI provider for input of end user data into the ALI database. In most cases the selective routing table updates and the ALI database will be managed by the same provider. CLEC assumes all responsibility for the accuracy of the data that CLEC provides for MSAG preparation and E911 Database operation.

10.3.4.3 If it is facilities-based, CLEC will provide end user data to Qwest's agent for the Qwest ALI database utilizing NENA-02-001 Recommended Formats For Data Exchange, NENA-02-002 Recommended Standard For Street Thoroughfare Abbreviations and NENA-02-003 Recommended Protocols For Data Exchange. Qwest will furnish CLEC any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, CLEC will provide end user data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-004 Recommended Measurements For Data Quality.

10.3.4.5 If it is facilities-based, CLEC will update its end user records provided to Qwest's database provider for Qwest's ALI database to agree with the 911 MSAG standards for its service areas.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy and reliability as such updates are provided for Qwest's end-users. For resold accounts, CLEC shall provide Qwest with accurate end-user location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain end user information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be

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forwarded to CLEC by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to CLEC shall contain CLEC-specific information regarding CLEC's accounts.

10.3.6.2 Each discrepancy report will be jointly researched by Qwest and CLEC. Corrective action will be taken immediately by the responsible Party.

10.3.6.3 Each Party providing updates to the E911 database will be responsible for the accuracy of its end user records. Each Party providing updates specifically agrees to indemnify and hold harmless the other Party from any claims, damages, or suits related to the accuracy of end user data provided for inclusion in the E911 Database.

10.3.6.4 Qwest and ~~its vendor the third party administrator (SCC)~~ will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if ~~vendor SCC~~ detects errors, it will attempt to correct them. If ~~vendor SCC~~ is unable to correct the error, ~~vendor SCC~~ will contact Qwest for error resolution. For errors referred to Qwest, Qwest will provide the corrections in a non-discriminatory manner. If Qwest is unable to resolve the error, Qwest will contact the Resale-CLEC for resolution. In the case of facility-based CLECs, the ~~vendor third party administrator SCC~~ will interface directly with the CLEC to resolve record errors.

10.3.7 E911 Interconnection

10.3.7.1 If required by CLEC, Qwest shall interconnect direct trunks from CLEC's network to the Basic 911 PSAP, or the E911 tandem. Such trunks may alternatively be provided by CLEC. If provided by Qwest, such trunks will be provided on a non-discriminatory basis. Qwest shall provide special protection identification for CLEC 911 circuits in the same manner as Qwest provides for its 911 circuits.

10.3.7.1.1 The Parties shall establish a minimum of two (2) dedicated trunks from CLEC's Central Office to each Qwest 911/E911 selective router (i.e., 911 Tandem Office) that serves the areas in which CLEC provides Exchange Service, for the provision of 911/E911 services and for access to all subtending PSAP-s ("911 Interconnection Trunk Groups"). CLEC can order diverse routing for 911/E911 circuits, if facilities are available. When Qwest facilities are available, Qwest will comply with diversity of facilities and systems as ordered by CLEC. Where there is alternate routing of 911/E911 calls to a PSAP in the event of failures, Qwest shall make that alternate routing available to CLEC.

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS-0 level trunks configured as a 2-wire analog interface or as part of a digital (1.544 Mbps) interface. Either configuration must use Centralized Automatic Message Accounting ("CAMA") type signaling with MF tones that will deliver Automatic Number Identification "ANI" with the voice portion of the call, or Signaling System 7 ("SS7") if available (i.e., other signaling technology as available). All 911 Interconnection trunk groups must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf ("TTY/TDDs").

10.3.7.1.3 Qwest shall begin restoration of 911/E911 trunking facilities immediately upon notification of failure or outage. Qwest must provide priority restoration of trunks or network outages on the same terms and conditions it provides itself. CLEC will be responsible for the isolation, coordination, and restoration of all 911 network maintenance problems to the CLEC demarcation. Qwest will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation. Qwest repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Where an on-site technician is determined to be required, a technician will be dispatched without delay. CLEC is responsible for advising Qwest of the circuit identification when notifying Qwest of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. Qwest will refer network trouble to CLEC if no defect is found in Qwest's network. The Parties agree that 911 network problem resolution will be managed in an expeditious manner at all times.

10.3.7.2 For CLEC-identified 911 trunk blockages, Qwest agrees to take corrective action using the same trunking service procedures used for Qwest's own E911 trunk groups.

10.3.7.3 The Parties will cooperate in the routing of 911 traffic in those instances where the ALI/ANI information is not available on a particular 911 call.

10.3.7.4 For a facility-based CLEC, Qwest shall provide 911 interconnection, including the provision of dedicated trunks from CLEC end office switch to the 911 control office, at parity with what Qwest provides itself.

10.3.7.5 For a reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide CLEC with access to the same 911 trunks used for Qwest's retail end-users which extend from the Qwest end office switch to the Basic 911 PSAP or the E911 tandem. CLEC access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

10.3.8.1 When a Qwest telephone number is ported out, the receiving CLEC shall be responsible to update the ALI/DMS database. When a CLEC telephone number is ported in, Qwest shall be responsible to update the ALI/DMS database.

10.3.8.2 When Remote Call Forwarding (RCF) is used to provide number portability to the end user and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the end user record by CLEC.

10.4 White Pages Directory Listings

10.4.1 Description

White Pages Listings Service (Listings) consists of Qwest placing the names, addresses and telephone numbers of CLEC's end users in Qwest's listing database, based on end user information provided to Qwest by CLEC. Qwest is authorized to use CLEC end user listings as noted below.

10.4.2 Terms and Conditions

10.4.2.1 CLEC will provide in standard, mechanized format, and Qwest will accept at no charge, one primary listing for each main telephone number belonging to CLEC's end users. ~~Primary listings are defined in U S WEST general exchange tariffs.~~

10.4.2.2 CLEC will be charged for premium and privacy listings (e.g., additional, foreign, cross reference) at Qwest's General Exchange listing Tariff rates, less the wholesale discount, as described in Exhibit A. Primary listings and other types of listings are defined in the Qwest General Exchange Tariffs.

10.4.2.3 Information on submitting and updating listings is available in "Qwest Facility Based and Co-Provider Listings User Documents." Qwest will furnish CLEC the listings format specifications. Directory publishing schedules and deadlines will be provided to CLEC.

10.4.2.4 ~~CLEC grants Qwest access to CLEC's end user listings information solely for use in its Directory Assistance List Service, subject to the terms and conditions of this Agreement. Qwest will incorporate CLEC end user listings in the directory assistance database. Qwest will incorporate CLEC's end user listings information in all existing and future directory assistance applications developed by Qwest. Should Qwest cease to be a telecommunications carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates, a non-exclusive license to incorporate CLEC's end user listings information into its directory assistance database. Qwest will incorporate CLEC end user listings in the directory assistance database. Qwest will incorporate CLEC's end user listings information in all existing and future directory assistance applications developed by Qwest.~~

10.4.2.5 CLEC end user listings will be treated the same as Qwest's end user listings. Prior written authorization from CLEC, which authorization may be withheld, shall be required for Qwest to sell, make available, or release CLEC's end user listings to directory publishers, or other third parties other than directory assistance providers. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's end user directory assistance listings to directory assistance providers. Listings shall not be provided or sold in such a manner as to segregate end users by carrier. Qwest will not charge CLEC for updating and maintaining Qwest's listings databases. CLEC will not receive compensation from Qwest for any sale of listings by Qwest as provided for under this Agreement.

10.4.2.6 To the extent that state Tariffs limit Qwest's liability with regard to listings, the applicable state Tariff(s) is incorporated herein and supersedes the Limitation of Liability section of this Agreement with respect to listings only.

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10.4.2.7 Qwest is responsible for maintaining listings, including entering, changing, correcting, rearranging and removing listings in accordance with CLEC orders.

10.4.2.8 Qwest provides non-discriminatory appearance and integration of white pages listings for all CLEC's and Qwest's end users. All requests for white pages directory listings, whether CLEC or Qwest end users, follow the same processes for entry into the listings database.

10.4.2.9 Qwest will take reasonable steps in accordance with industry practices to accommodate nonpublished and nonlisted listings provided that CLEC has supplied Qwest the necessary privacy indicators on such listings.

10.4.2.10 CLEC white pages listings will be in the same font and size as listings for Qwest end-users, and will not be separately classified.

10.4.2.11 Qwest processes for publication of white pages directory listings will make no distinction between CLEC and Qwest subscribers. CLEC listings will be provided with the same accuracy and reliability as Qwest's end user listings. Qwest will ensure CLEC listings provided to Qwest are included in the white pages directory published on Qwest's behalf using the same methods and procedures, and under the same terms and conditions, as Qwest uses for its own end user listings.

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to CLEC end-users at parity with Qwest end users, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon end-user request.

10.4.2.13 ~~CLEC shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. CLEC further represents that it shall review all listings information provided to Qwest, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions, represents and warrants the end user information provided to U S WEST is accurate and correct.~~

10.4.2.14 ~~Reserved for Future Use CLEC further represents and warrants that it has reviewed all listings provided to U S WEST, including end user requested restrictions on use, such as nonpublished and nonlisted.~~

10.4.2.15 CLEC shall be solely responsible for knowing and adhering to state laws or rulings regarding listings and for supplying Qwest with the applicable listing information.

10.4.2.16 CLEC agrees to provide to Qwest its end user names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

10.4.2.17 CLEC will supply its ACNA/CIC or CLCC/OCN, as appropriate, with each order to provide Qwest the means of identifying listings ownership.

10.4.2.18 Upon request by Qwest, CLEC shall submit proof to Qwest of authorization from each end user for which CLEC submits a change in end user's listing.

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10.4.2.19 Qwest will provide monthly listing verification proofs that provide the data to be displayed in the published white pages directory and available on directory assistance. Verification proofs containing nonpublished and nonlisted listings are also available upon request on the same monthly schedule.

10.4.2.20 Qwest will provide CLEC a reasonable opportunity to verify the accuracy of the listings to be included in the white pages directory and directory assistance.

10.4.2.21 CLEC may review and if necessary edit the white page listings prior to the close date for publication in the directory.

10.4.2.22 CLEC is responsible for all dealings with, and on behalf of, CLEC's end users, including:

10.4.2.22.1 All end user account activity (e.g., end user queries and complaints);

10.4.2.22.2 All account maintenance activity (e.g., additions, changes, issuance of orders for listings to Qwest);

10.4.2.22.3 Determining privacy requirements and accurately coding the privacy indicators for CLEC's end user information (if end user information provided by CLEC to Qwest does not contain a privacy indicator, no privacy restrictions will apply); and

10.4.2.22.4 Any additional services requested by CLEC's end users.

10.4.2.23 Pursuant to Sec. 222 (a), (b), (c), (d), and (e) of the Telecommunications Act, U SWEST will provide subscriber lists information gathered in Qwest's capacity as a provider of local exchange service on a timely and unbundled basis, under non-discriminatory and reasonable rates, terms and conditions to CLEC upon request for the purpose of publishing directories in any format. Upon request by CLEC, Qwest shall enter into negotiations with CLEC for CLEC's use of subscriber list information for purposes other than publishing directories, and Qwest and CLEC will enter into a written contract if agreement is reached for such use.

10.4.2.23.1 Qwest shall use commercially reasonable efforts to ensure that its retail end user listings provided to CLEC are accurate and complete. Any third party listings are provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all its retail end user listings information provided to CLEC including end-user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.24 Qwest represents and warrants that any arrangement for the publication of white pages directory listings with an affiliate (including, without limitation, Qwest Dex, Inc.) (an "Affiliate"), requires such Affiliate to publish the directory listings of CLEC contained in Qwest's listings database so that CLEC's directory listings are non-discriminatory in appearance and integration, and have the same accuracy and reliability that such Affiliate provides to Qwest's end users.

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages directory listings with an Affiliate shall require such Affiliate to include in the

customer guide pages of the white pages directory, a notice that end users should contact their local service provider to request any modifications to their existing listing or to request a new listing.

10.4.2.26 Qwest agrees that any arrangement with an Affiliate for the publication of white pages directory listings shall require such Affiliate to provide CLEC space in the customer guide pages of the white pages directory for the purpose of notifying customers how to reach CLEC to: (1) request service; (2) contact repair service; (3) dial directory assistance; (4) reach an account representative; (5) request buried cable local service; and (6) contact the special needs center for customers with disabilities.

10.4.3 Rate Elements

The following rate elements apply to White Pages Listings and are contained in Exhibit A of this Agreement.

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

10.4.4.1 Qwest provides training on white page listings requests and submission processes. The ordering process is similar to the service ordering process.

10.4.4.2 CLEC listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility Based and Resale CLECs, which is available on-line through the Interconnect and Resale Resource Guide (<http://www.uswest.com/wholesale/carrier/guides/interconnect/index>) or will be provided in hard copy to CLEC upon request. Initial information and directions are available in the Interconnect and Resale Resource Guide.

10.4.4.3 CLEC can submit the OBF forms incorporated in the Local Service Request via the IMA EDI, IMA GUI or fax.

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory assistance service is a telephone number, voice information service that Qwest provides to its own end users and to other telecommunications carriers. Qwest provides CLEC non-discriminatory access to Qwest's directory assistance centers, services and directory assistance databases. There are three forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with CLEC-specific branding, generic branding and Directory Assistance Call Completion Link options.

10.5.1.1.1 Directory Assistance Service The published and non-listed telephone numbers provided within the relevant geographic area are those contained in Qwest's then current Directory Assistance database.

10.5.1.1.1.1 Local Directory Assistance Service -- Allows CLEC's end users to receive published and non-listed telephone numbers within the caller's NPA/LATA geographic areas, whichever is greater.

10.5.1.1.1.2 National Directory Assistance Service -- Allows CLEC's end users to receive listings from Qwest's Local Directory Assistance database and from the database of the National Directory Assistance services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service -- Allows CLEC's end users to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of CLEC, where technically feasible or with a generic brand. Call Branding announces CLEC's name to CLEC's end user at the start and completion of the call. Call Branding is an optional service available to CLEC.

- a) Front End Brand -- Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.
- b) Back End Brand -- Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.
- c) There is a non-recurring charge to load CLEC's branded message in each switch.
- d) Qwest will record the CLEC's branded message.

10.5.1.1.1.4 Call Completion Link allows the CLEC's end users' calls to be returned to the CLEC for completion on the CLEC's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's directory listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange end user customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services. ~~under a non-exclusive, non-transferable, revocable license to use the information solely for the purpose of providing directory assistance service subject to the terms and conditions of this Agreement. See Section 10.6 of this Agreement for the terms and conditions under which Qwest supplies Directory Assistance List Services to CLEC.~~

10.5.1.1.2.1 If CLEC elects to build its own directory assistance service, it can obtain Qwest directory listings through the purchase of the Directory Assistance List.

10.5.1.1.3 Directory Assistance Database Service -- Qwest shall provide CLEC non-discriminatory access to Qwest's Directory Assistance Database or "Directory1" database, where technically feasible, on a "per dip" basis.

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide CLEC non-discriminatory access to Qwest's directory assistance databases, directory assistance centers and personnel to provide Directory Assistance service.

10.5.2.2 Qwest's Directory Assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own end users and other Telecommunications Carriers.

10.5.2.3 Qwest will provide access to Directory Assistance Service for facility-based CLECs via dedicated multi-frequency (MF) operator service trunks. CLEC may purchase operator service trunks from Qwest or provide them itself. These operator service trunks will be connected directly to a Qwest Directory Assistance host or remote switch. CLEC will be required to order or provide at least one operator services trunk for each NPA served.

10.5.2.4 Qwest will perform Directory Assistance Services for CLEC in accordance with operating methods, practices, and standards in effect for all Qwest end users. Qwest will provide the same priority of handling for CLEC's end user calls to Qwest's Directory Assistance service as it provides for its own end user calls. Calls to Qwest's directory assistance are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.5.2.5 Call Branding for Directory Assistance will entail recording and setting up a brand message. Dedicated interoffice facilities are required.

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

10.5.2.7 If CLEC elects to access the Qwest Directory Assistance databases on a per dip basis, Qwest will provide to CLEC the facility and equipment specifications necessary to enable CLEC to obtain compatible facilities and equipment.

10.5.2.8 A reseller CLECs' end user customers may use the same dialing pattern to access directory assistance service as used by Qwest's end user customers (i.e., 411, 1+411, or 1+NPA+555-1212).

10.5.2.9 A facility-based CLEC may choose to have its end-users dial a unique number or use the same dialing pattern as Qwest end users to access Qwest Directory Assistance operators.

10.5.2.10 Qwest will timely enter into its Directory Assistance database updates of CLEC's listings. Qwest will implement quality assurance procedures such as random testing for listing accuracy. Qwest will identify itself to end-users calling its DA service provided for itself either by company name or operating company name or operating company number so that end-users have a means to identify with whom they are dealing.

10.5.2.11 Qwest shall use CLEC's Directory Assistance listings supplied to Qwest by CLEC under the terms of this Agreement solely for the purposes of providing Directory Assistance Service and for providing DA List Information to Directory Assistance providers.

10.5.3 Rate Elements

The following rate elements apply to directory assistance service and are contained in Exhibit A of this Agreement.

10.5.3.1 A per call rate is applicable for Local Directory Assistance and National Directory Assistance Service selected by CLEC.

10.5.3.2 A non-recurring setup and recording fee will be charged for establishing each Call Branding option. A nonrecurring charge to load the CLEC's brand in each switch is also applicable. Such non-recurring fees must be paid before service commences.

10.5.3.3 A per call rate is applicable for Call Completion Link.

10.5.4 Ordering Process

CLEC will order Directory Assistance Service by completing the questionnaire entitled "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." This questionnaire may be obtained from CLEC's Qwest account manager.

10.5.5 Billing

10.5.5.1 Qwest will track and bill CLEC for the number of calls placed to Qwest's Directory Assistance service by CLEC's end users as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when CLEC is obligated to pay the per call rate, the call shall be deemed made and CLEC shall be obligated to pay when the call is received by the Operator Services switch. An end user may request and receive no

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more than two telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

10.5.5.3 Call Completion Link will be charged at the per call rate when the end user completes the required action (i.e., "press the number one," "stay on the line," etc.).

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all end users of Qwest and other LECs that are contained in Qwest's directory assistance database and, where available, related elements required in the provision of Directory Assistance service to CLEC's end users. No prior authorization from CLEC shall be required for Qwest to sell, make available, or release CLEC's end user Directory Assistance listings to Directory Assistance providers. In the case of end users who have non-published listings, Qwest shall provide the end user's local numbering plan area ("NPA"), address, and an indicator to identify the non-published status of the listing to CLEC; however, Qwest will not provide the non-published telephone number.

10.6.1.2 Qwest will provide DA List Information via initial loads and daily updates either by means of a magnetic tape or Network Data Mover (NDM) or as otherwise mutually agreed upon by the Parties. Qwest will provide all changes, additions or deletions to the DA List Information overnight on a daily basis. The Parties will use a mutually agreed upon format for the data loads.

10.6.1.3 DA List Information shall specify whether the Qwest subscriber is a residential, business, or government subscriber, and the listings of other carriers will specify such information where it has been provided on the carrier's listing order.

10.6.1.4 In the event CLEC requires a reload of DA List Information from Qwest's database in order to validate, synchronize or reconcile its database, a reload will be made available according to the rate specified in Exhibit A.

10.6.1.5 Qwest and CLEC will cooperate in the designation of a location to which the data will be provided.

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to CLEC, as a competing provider of telephone exchange service and telephone toll service, ~~a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing DA service access to the DA List Information solely for the purpose of providing Directory Assistance Service to its local exchange end user customers, or for other incidental use by other carriers' carrier's customers, or for other incidental use by other carrier's customers, subject to the terms and conditions of this Agreement. As it pertains to the DA List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC via a live operator or a mechanized system, of telephone number and address information for an identified telephone service end user or the name and/or address of the telephone service end user for an identified telephone number. Should CLEC cease to be a telecommunications carrier, a competing provider of telephone exchange service or telephone toll service, this access grant automatically terminates. a non-exclusive, non-transferable, revocable license to use the DA List Information solely for the purpose of providing Directory Assistance Service subject to the terms and conditions of this Agreement. The license described in this paragraph is subject to revocation by Qwest only and Qwest may only revoke if it has reasonable grounds to believe that CLEC is~~

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~~misusing the information licensed in a manner violative of this Agreement. CLEC will be deemed to have misused DA List Information if it uses it for purposes other than for the provision of Directory Assistance Service as described in this Agreement. Prior to revoking such license, Qwest shall provide notice to CLEC advising CLEC of the alleged violation of the license and of Qwest's intent to revoke the license within thirty (30) calendar days of the date of the notice, during which time CLEC shall have an opportunity to cure the alleged violation. Should CLEC contest the alleged violation, then CLEC shall so advise Qwest within twenty (20) calendar days after receipt of the notice of the alleged violation, but not later than thirty (30) calendar days after the date of the notice. Either party may then submit the dispute to dispute resolution under Section 5.18 of this Agreement. While the matter is pending, Qwest shall not revoke the license granted until the matter is finally decided under the dispute resolution process by the Commission or the AAA. All notices referred to in this Section shall be in writing. As it pertains to the DA List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by CLEC, terminates.~~

10.6.2.1.1 Qwest shall make commercially reasonable efforts to ensure that listings belonging to Qwest retail end users provided to CLEC in Qwest's DA List Information are accurate and complete. All third party DA List Information is provided AS IS, WITH ALL FAULTS. Qwest further represents that it shall review all of its end user listings information provided to CLEC, including end user requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.6.2.2 CLEC will obtain and timely enter into its Directory Assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for directory assistance listing accuracy, and will identify itself to end-users calling its DA service either by company name or operating company number so that end-users have a means to identify with whom they are dealing.

10.6.2.3 CLEC shall not use the DA List Information provided hereunder for any other purpose whatsoever. By way of example and not limitation, DA List Information shall not be used by CLEC for soliciting subscribers, telemarketing, creating or distributing marketing lists or other compilations of marketing information, or publishing any form of a directory. CLEC shall use Qwest's Directory Assistance listings supplied to CLEC under the terms of this Agreement solely for the purposes of providing Directory Assistance Service.

10.6.2.4 Qwest shall retain all right, title, interest and ownership in and to the DA Listing Information it provides hereunder. CLEC acknowledges and understands that while it may disclose the names, addresses, and telephone numbers (or an indication of non-published status) of Qwest's end users to a third party calling its Directory Assistance for such information, the fact that such end user subscribes to Qwest's telecommunications services is confidential and proprietary information and shall not be disclosed to any third party.

10.6.2.5 CLEC shall not sublicense, copy or allow any third party to access, download, copy or use the DA List Information, or any portions thereof, or any information extracted therefrom. Each Party shall take commercially reasonable and prudent measures to prevent disclosure and unauthorized use of Qwest's DA List Information at least equal to the measures it takes to protect its own confidential and proprietary information, including but not limited to implementing adequate computer

security measures to prevent unauthorized access to Qwest's DA List Information when contained in any database.

10.6.2.5 Unauthorized use of Qwest's DA List information, or any disclosure to a third party of the fact that an end user, whose listing is furnished in the DA list, subscribes to Qwest's, another Local Exchange Carrier's, Reseller's or CMRS's telecommunications services shall be considered a material breach of this Agreement and shall be resolved under the Dispute Resolution provisions of this Agreement.

10.6.2.6 Within five (5) days after the expiration or earlier termination of this Agreement, CLEC shall (a) return and cease using any and all DA List Information which it has in its possession or control, (b) extract and expunge any and all copies of such DA List Information, any portions thereof, and any and all information extracted therefrom, from its files and records, whether in print or electronic form or in any other media whatsoever, and (c) provide a written certification to Qwest from an officer that all of the foregoing actions have been completed. A copy of this certification may be provided to third party carriers if the certification pertains to such carriers' DA List Information contained in Qwest's database.

10.6.2.7 CLEC is responsible for ensuring that it has proper security measures in place to protect the privacy of the end user information contained within the DA List Information. CLEC must remove from its database any telephone number for an end user whose listing has become non-published when so notified by Qwest.

10.6.2.8 Audits -- In accordance with Section 18, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in Section 18, the following also apply:

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder and such other Party's performance of its obligations under this Agreement. Either Party (the "Requesting Party") may perform up to two (2) Audits per 12-month period commencing with the effective date of this Agreement. Qwest shall be entitled to "seed" or specially code some or all of the DA List Information that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in Section 10.6.2.2 above.

10.6.2.8.2 All paper and electronic records will be subject to audit.

10.6.2.9 CLEC recognizes that certain carriers who have provided DA List Information that is included in Qwest's database may be third party beneficiaries of this Agreement for purposes of enforcing any terms and conditions of the Agreement other than payment terms with respect to their D A List Information.

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting end users with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's directory assistance database. Such process and procedure will be available to CLEC for CLEC's use when CLEC provides its own directory assistance and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

Recurring and non-recurring rate elements for DA List Information are described below and are contained in Exhibit A of this Agreement.

10.6.3.1 Initial Database Load -- A "snapshot" of data in the Qwest DA List Information database or portion of the database at the time the order is received.

10.6.3.2 Reload -- A "snapshot" of the data in the Qwest DA List Information database or portion of the database required in order to refresh the data in CLEC's database.

10.6.3.3 Daily Updates -- Daily change activity affecting DA List Information in the listings database.

10.6.3.4 One-Time Set-Up Fees -- Charges for special database loads.

10.6.3.5 Output Charges -- Media charges resulting from either the electronic transmission or tape delivery of the DA List Information, including any shipping costs.

10.6.4 Ordering

10.6.4.1 CLEC may order the initial DA List Information load or update files for Qwest's local exchange service areas in its 14 state operating territory or, where technically feasible, CLEC may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

10.6.4.2 Special requests for data at specific geographic levels (such as NPA) must be negotiated in order to address data integrity issues.

10.6.4.3 CLEC shall use the Directory Assistance List Order Form found in the Interconnect & Resale Resource Guide.

10.7 Toll and Assistance Operator Services

10.7.1 Description

10.7.1.1 Toll and assistance operator services are a family of offerings that assist end users in completing EAS/local and long distance calls. Qwest provides non-discriminatory access to Qwest operator service centers, services and personnel.

10.7.1.1.1 Local Assistance. Assists CLEC end users requesting help or information on placing or completing EAS/local calls, connects CLEC end users to home NPA directory assistance, and provides other information and guidance, including referral to the business office and repair, as may be consistent with Qwest's customary practice for providing end user assistance.

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct CLEC's end user to contact its provider to complete interLATA toll calls. Nothing in this Section is

intended to obligate Qwest to provide any toll services to CLEC or CLEC's end users.

10.7.1.1.3 Emergency Assistance. Provide assistance for handling a CLEC end user's EAS/local and intraLATA toll calls to emergency agencies, including but not limited to, police, sheriff, highway patrol and fire. CLEC is responsible for providing Qwest with the appropriate emergency agency numbers and updates.

10.7.1.1.4 Busy Line Verification ("BLV") is performed when a calling party requests assistance from the operator bureau to determine if the called line is in use. The operator will not complete the call for the calling party initiating the BLV inquiry. Only one BLV attempt will be made per call, and a charge shall apply.

10.7.1.1.5 Busy Line Interrupt ("BLI") is performed when a calling party requests assistance from the operator to interrupt a telephone call in progress. The operator will interrupt the busy line and inform the called party that there is a call waiting. The operator will not connect the calling and called parties. The operator will make only one BLI attempt per call and the applicable charge applies whether or not the called party releases the line.

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other CLEC end users for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, interconnection to Qwest's Operator Services switch is technically feasible at two distinct points on the trunk side of the switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services switch.

10.7.2.2 Trunk provisioning and facility ownership must follow Qwest guidelines.

10.7.2.3 In order for CLEC to use Qwest's operator services as a facility-based CLEC, CLEC must provide an operator service trunk between CLEC's end office and the Interconnection point on the Qwest operator services switch for each NPA served. CLEC must provide a forecast of the expected volume of calls.

10.7.2.4 The technical requirements of operator service trunk are covered in the Operator Services Systems Generic Requirement (OSSGR), Bellcore document FR-NWT-000271, Section 6 (Signaling) and Section 10 (System Interfaces) in general requirements form.

10.7.2.5 Each Party's operator bureau shall accept BLV and BLI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLI traffic between the Parties' networks.

10.7.2.6 CLEC will provide separate no-test trunks (not the local/intraLATA trunks) to the Qwest BLV/BLI hub or to the Qwest Operator Services Switches.

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its end users. Qwest will respond to

CLEC's end user calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's end user calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by CLEC or Qwest end users.

10.7.2.8 It is understood that Qwest shall not be obligated to provide specific operator services where there are facility or technical limitations. Qwest, in its reasonable discretion, may from time-to-time modify and change the nature, extent, and detail of specific operator services.

10.7.2.9 Qwest shall maintain adequate equipment and personnel to reasonably perform the Operator Services. CLEC shall provide and maintain the facilities necessary to connect its end users to the locations where Qwest provides the Operator Services and to provide all information and data needed or reasonably requested by Qwest in order to perform the Operator Services.

10.7.2.10 Call Branding is an optional service available to CLEC. Call Branding announces CLEC's name to CLEC's end user at the start of the call and at the completion of the call. If CLEC selects the Call Branding option, Qwest will provide Call Branding to CLEC where technically feasible.

a) Front End Brand – Announces CLEC's name to CLEC's end user at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand – Announces CLEC's name to CLEC's end user at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

10.7.2.11 Call branding for toll and operator services will entail recording and setup of a brand message. Qwest will record the CLEC's branded message. Dedicated interoffice facilities will be required.

10.7.2.12 Call Branding also entails a nonrecurring charge to load CLEC's branded message in each switch.

10.7.2.13 CLEC's end-users may dial "0" or "0+" to access Qwest operator services. A facility-based CLEC may choose to have its end-users access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest end users.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

10.7.3.1.1 Operator Handled Calling Card – For each completed calling card call that was dialed 0+ where the operator entered the calling card number.

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10.7.3.1.2 Machine Handled Calling Card – For each completed call that was dialed 0+ where the end user entered the required information, such as calling card number.

10.7.3.1.3 Station Call – For each completed station call, including station sent paid, collect, third number special billing or 0- calling card call.

10.7.3.1.4 Person Call – For each completed person to person call regardless of the billing used by the end user.

10.7.3.1.5 Connect to Directory Assistance – For each operator placed call to directory assistance.

10.7.3.1.6 Busy Line Verify – For each call where the operator determines that conversation exists on a line.

10.7.3.1.7 Busy Line Interrupt – For each call where the operator interrupts conversation on a busy line and requests release of the line.

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether completed or not, that does not potentially generate an operator surcharge. These calls include, but are not limited to: calls given the DDD rate because of transmission problems; calls where the operator has determined there should be no charge, such as Busy Line Verify attempts where conversation was not found on the line; calls where the end user requests information from the operator and no attempt is made to complete a call; and calls for quote service.

10.7.3.1.9 “Completed call” as used in this Section shall mean that the end user makes contact with the location, telephone number, person or extension designated by the end user.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

10.7.3.2.1 Operator Handled - CLEC will be charged per work second for all calls originating from its end users and facilities that are routed to Qwest's operator for handling. Work second charging begins when the Qwest operator position connects with CLEC's end user and terminates when the connection between the Qwest operator position and CLEC's end user is terminated.

10.7.3.2.2 Machine Handled - calls that are routed without operator intervention. Machine handled calls include, but are not limited to, credit card calls where the end user enters the calling card number, calls originating from coin telephones where the computer requests deposit of coins, additional end user key actions, recording of end user voice, etc.

10.7.3.3 Call Branding Nonrecurring Charge. Qwest will charge to CLEC a nonrecurring setup and recording fee for establishing Call Branding and loading each switch with CLEC's branded message. CLEC must pay such non-recurring charges prior to commencement of the service. The non-recurring set-up and recording charge will apply each time the CLEC's brand message is changed. The non-recurring charge to load the switches with the CLEC's branded message will be assessed each time there is any change to the switch.

10.7.4 Ordering Process

CLEC will order Operator Services by completing the "Qwest Operator Services/Directory Assistance Questionnaire for Local Service Providers." Copies of this questionnaire may be obtained from CLEC's designated Qwest account manager.

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill CLEC for the calls placed by CLEC's end users and facilities.

10.7.5.2 Qwest will compute CLEC's invoice based on both Option A (Price Per Message) and Option B (Price Per Work Second and Computer Handled Calls). Qwest will charge CLEC whichever option results in a lower charge.

10.7.5.3 If, due to equipment malfunction or other error, Qwest does not have available the necessary information to compile an accurate billing statement, Qwest may render a reasonably estimated bill, but shall notify CLEC of the methods of such estimate and cooperate in good faith with CLEC to establish a fair, equitable estimate. Qwest shall render a bill reflecting actual billable quantities when and if the information necessary for the billing statement becomes available.

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

10.8.1 Description

~~10.8.1.1 Pole Attachments – Each Party~~ Where it has ownership or control to do so, Qwest will provide the other CLEC with access to available pole attachment space for the placing of facilities for the purpose of transmitting Telecommunications Services.

10.8.1.1.1 The term Pole Attachment means any attachment by CLEC to a pole owned or controlled by Qwest.

~~10.8.1.2 Ducts and Conduits – Each Party~~ Where it has ownership or control to do so, Qwest will provide the other CLEC with access to available underground ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. CLEC may place innerduct in an empty conduit. Control of CLEC-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when CLEC abandons such innerduct.

Within a multi-unit building, duct may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets or building riser.

10.8.1.2.1 The term Duct means a single enclosed raceway for conductors, cable and/or wire. Duct may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit building. Within a multi-unit building, duct may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets or building riser.

10.8.1.2.2 The term Conduit means a pipe placed in the ground in which cables and/or wires may be installed.

~~10.8.1.4 Reciprocity – The rights, benefits and obligations in this Section 10.8 are reciprocal. This Section 10.8 expressly specifies rights, benefits, and duties in the context of CLEC obtaining access to Qwest's poles, ducts, conduit and ROW. However, in the context of Qwest obtaining access to CLEC's poles, ducts, conduit, and ROW, CLEC shall have the duties, benefits, and rights expressly ascribed to Qwest herein, and Qwest shall have the duties, benefits, and rights expressly ascribed to CLEC herein.~~
10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to place telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multi-unit buildings.

10.8.2 Terms and Conditions

Qwest shall provide CLEC non-discriminatory access to poles, ducts, conduit and rights of way on terms and conditions found in the Revised Qwest Right of Way Pole and Attachment and/or Innerduct Occupancy General Terms and Conditions Information Document, attached hereto as Exhibit D.⁴ Qwest will not favor itself over CLEC when provisioning access to poles, ducts, conduits and rights of way. Qwest shall not give itself preference when assigning space.

10.8.2.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC authorization for CLEC to attach, operate, maintain, rearrange, transfer and remove at its sole expense its facilities on Poles/Innerduct or ROW owned or controlled in whole or in part by Qwest, subject to Orders placed by CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements.

10.8.2.2 Qwest will rely on such codes as the National Electrical Safety Code (NEC) to prescribe standards with respect to capacity, safety, reliability, and general engineering principles.

10.8.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission (FERC) and Occupational Safety and Health Administration (OSHA), will continue to apply to the extent such requirements affect requests for attachments or occupancy to Qwest facilities under Section 224(f)(1) of the Act.

10.8.2.4 CLEC shall provide access to a map of the requested Poles/Innerduct/ROW route, including estimated distances between major points, the identification and location of the Poles/Innerduct and ROW and a description of CLEC's facilities. Qwest agrees to provide to CLEC access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a bona fide request for such information, except when in the case of extensive requests. Extensive requests involve the gathering of plats from multiple locations more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed sixty (60) calendar days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any Poles/Innerduct or other facility for use by CLEC.

10.8.2.6 Qwest retains the right to determine the availability of space on Poles/Innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct, conduit and ROW is required before CLEC's facilities can be accommodated, the actual cost of such modification will be included in CLEC's nonrecurring charges for the associated Order ("Make-Ready fee"). When modifications to a Qwest spare conduit include the placement of Innerduct,

⁴ AT&T and WCom do not contest the need for some form of Agreement, such as Exhibit D. However, some of the terms and conditions set forth in the current Exhibit D and its attachments are in dispute, as a result Exhibit D and its attachments are not attached as a "Consensus" Agreement.

Qwest or CLEC will install the number of Innerduct required to fill the duct to its full capacity.

10.8.2.7 Qwest shall make manhole ingress and egress for Innerduct access available to CLEC. Qwest will perform a feasibility study to determine whether to provide a stub out via the pre-constructed knock out within the manhole, or to perform a core drill of the manhole.

10.8.2.8 Where such authority does not already exist, CLEC shall be responsible for obtaining the necessary legal authority to occupy ROW, and/or Poles/Innerduct on governmental, federal, Native American, and private rights of way. CLEC shall obtain any permits, licenses, bonds, or other necessary legal authority and permission, at CLEC's sole expense, in order to perform its obligations under this Agreement. CLEC shall contact all owners of public and private rights-of-way to obtain the permission required to perform the work prior to entering the property or starting any work thereon. See Section 10.8.4. CLEC shall comply with all conditions of rights-of-way and permits. Once such permission is obtained, all such work may be performed by Qwest or CLEC at the option of CLEC.

10.8.2.9 Access to a Qwest Central Office manhole will be permitted where technically feasible. If space is available, Qwest will allow access through the Central Office manhole to the POI (Point of Interconnection). There shall be a presumption that there shall be no fiber splices allowed in the Central Office manhole. However, where CLEC can establish the necessity and technical feasibility of splicing in the Central Office Manhole, such action shall be permitted.

10.8.2.10 If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new Poles/Innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced Poles/Innerduct, if necessary. Ownership of new Poles/Innerduct shall vest to Qwest. Upon request, Qwest shall permit CLEC to install Poles/Innerduct. Qwest reserves the right to reject any non-conforming replacement Pole/Conduit installed by CLEC that do not conform to the NESC, OSHA or local ordinances. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of CLEC to the total amount of space occupied by all parties including Qwest or its affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. CLEC, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. Qwest does not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to CLEC at least sixty (60) calendar days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not respond to a requested rearrangement of its facilities within sixty (60) days after receipt of written notice from Qwest requesting

rearrangement, Qwest may perform or have performed such rearrangement and CLEC shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the actual cost of such inspections except where specified in this Section.

10.8.2.13 When final construction inspection by Qwest has been completed, CLEC shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, Poles/Innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct or ROW system and CLEC shall remove its facilities from said Poles/Innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and CLEC has been diligently prosecuting such cure, CLEC shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Poles/Innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and CLEC shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

10.8.2.14 Once CLEC's facilities begin occupying the Poles/Innerduct or ROW system, Qwest may perform a reasonable number of inspections. Qwest shall bear the cost of such inspections unless the results of the inspection reveal ~~any~~ a material violation or hazard, or that CLEC has in any other way failed to comply with the provisions of ~~this Agreement, Section 10.8.2.20,~~ in which case CLEC shall reimburse Qwest the costs of inspections and re-inspections, as required. CLEC's representative may accompany Qwest on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed separately.

10.8.2.15 The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to CLEC upon completion of the inspections.

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall ~~not impose any liability of any kind upon Qwest nor relieve~~ CLEC of any responsibilities, obligations, or liability assigned under this Agreement.

10.8.2.17 CLEC may use individual workers of its choice to perform any work necessary for the attaching of its facilities so long as such workers have the same qualifications and training as Qwest's workers. CLEC may use any contractor approved by Qwest to perform Make-Ready Work.

10.8.2.18 If Qwest terminates an ~~order~~ Order for cause, or if CLEC terminates an ~~order~~ Order without cause, subject to 10.8.4.5, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated ~~order(s)~~ Order(s) and shall remove its facilities from the Poles/Innerduct within sixty (60) calendar days, or

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cause Qwest to remove its facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's facilities are physically removed. "Cause" as used herein shall include ~~but not be limited to~~ CLEC's use of its facilities in material violation of any applicable law or in aid of any unlawful act or making an unauthorized modification to Qwest's Poles/Innerduct.

Poles/Innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to CLEC, or (b) the instrument granting the original ROW to Qwest or its predecessor.⁵

10.8.2.19 Qwest may abandon or sell any Poles/Innerduct, conduit or ROW at any time by giving written notice to CLEC. Any Poles, Innerduct, conduit or ROW that is sold, will be sold subject to all existing legal rights of CLEC. Upon abandonment of Poles/Innerduct, conduit or ROW, and with the concurrence of the other joint user(s), if necessary, CLEC shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the Poles/Innerduct, conduit or ROW pursuant to its existing rights under this Agreement if the Poles/Innerduct, conduit, or ROW is purchased by another party; 2) purchase the Poles/Innerduct, conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the Poles/Innerduct, conduit or ROW at the current market value if no other party purchased the Poles/Innerduct, conduit or ROW within this sixty (60) day period.

10.8.2.20 CLEC's facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated by reference, and any governing authority having jurisdiction. Where a difference in specifications exists, the more stringent shall apply. Notwithstanding the foregoing, CLEC shall only be held to such standard as Qwest its Affiliates or any other Telecommunications Carrier is held. Failure to maintain facilities in accordance with the above requirements or failure to correct as provided in Section 10.8.2.13 shall be cause for termination of the Order. ~~Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises CLEC's standard maintenance practices for facilities shall be made available to Qwest upon request.~~ CLEC shall in a timely manner comply with all requests from Qwest to bring its facilities into compliance with these terms and conditions.

10.8.2.21 Should Qwest under the provisions of this Agreement remove CLEC's facilities from the Poles/Innerduct covered by any Order, Qwest will deliver the facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If CLEC removes facilities from Poles/Innerduct for other than repair or maintenance purposes, no replacement on the Poles/Innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. CLEC shall advise Qwest in writing as to the date on which the removal of facilities from the Poles/Innerduct has been completed.

⁵ AT&T and WCom do not contest the need for some form of "Access" Agreement. However, some of the terms and conditions set forth in the current Access Agreement are in dispute, as a result the Access Agreement is not attached as a "Consensus" Agreement.

10.8.2.22 If any facilities are found attached to Poles/Innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and CLEC agrees to pay a charge of \$200.00 per Pole or \$200 per innerduct run between two manholes, plus payment as specified in this Section. Qwest shall waive the unauthorized attachment fee if the following conditions are both met: (1) CLEC cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D,⁶ within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than CLEC. CLEC is required to submit in writing, within ten (10) business days after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. If such application is not received by Qwest within the specified time period, CLEC will be required to remove its unauthorized facility within thirty (30) calendar days of the final date for submitting the required application, or Qwest may remove CLEC's facilities without liability, and the cost of such removal shall be borne by CLEC.

10.8.2.23 No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by Qwest of any of its rights or privileges under this Agreement or otherwise. CLEC shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.

10.8.2.24 Qwest will provide CLEC non-discriminatory access to poles, ducts, conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this SGAT, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Attachment Exhibit D,⁷ on one hand, and this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this SGAT or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement that has been duly executed shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this SGAT shall require Qwest to exercise eminent domain on behalf of CLEC.

10.8.2.26 Upon CLEC request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

10.8.2.26.1 that the ROW agreement with Qwest does not preclude the landowner from entering into a separate ROW agreement with CLEC; and

10.8.2.26.2 that there will be no penalty under the agreement between the landowner and Qwest if the landowner enters into a ROW agreement with

⁶ As indicated above, certain terms and conditions in Exhibit D and its attachments remain in dispute.

⁷ *Id.*

CLEC.

10.8.4 Ordering

~~The Ordering Process has distinct steps for~~ There are two (2) steps required before placing an Order for access to ROW, Innerduct and Pole Attachment: Inquiry Review and Field Verification.

~~10.8.4.1 Inquiry. Upon request for~~ Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or Innerduct Occupancy, Qwest will provide CLEC with a document of General Information for Pole Attachment and Innerduct Occupancy along with a description of the application process. The Exhibit D.⁸ CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, attachment or occupancy. The proposed occupancy or proposed CLEC construction on Qwest owned or controlled Poles, Innerduct and ROW as well as the street addresses of any multi-unit buildings upon or through which CLEC proposes construction on ROW owned or controlled by Qwest. CLEC will include the appropriate Inquiry Fee with its inquiry.

a

~~10.8.4.2 Inquiry Reviews~~ completed Attachment 1.A from Exhibit D.⁹

~~a) Inquiry Review Innerduct.~~ 10.8.4.1.1 Inquiry Review – Duct/Conduit. Qwest will complete the database inquiry and prepare a duct structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the CLEC within ten (10) calendar days or within the time frames of the applicable federal or state law, rule or regulation. This time frame is applicable to the standard inquiry of thirty (30) Utility Holes or fewer. An inquiry which exceeds the standard will have negotiated completion dates.

~~b) Inquiry Review Poles.~~ Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route within ten (10) calendar days of the request. The Qwest field engineer will be informed of CLEC's needs and will report back on the number of poles, pole condition and Make Ready work, if desired. A statement of the Make Ready costs, number of poles and lease rates will be provided to CLEC within thirty five (35) calendar days of the completion of the joint survey when 100 or fewer poles are involved. The Pole quotation shall be valid for ninety (90) calendar days. Qwest will charge CLEC for field engineer time.

~~10.8.4.3 Request Innerduct.~~ CLEC will review the Inquiry results and determine whether to proceed with verification. If desired, CLEC will sign and return Attachment 1 of the General Information document along with a check for the estimated verification costs. Upon payment of the estimated verification costs, Qwest will provide the

⁸ *Id.*

⁹ *Id.*

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~~requested information which may or may not include the following as appropriate: a review of public and internal right of way records for restrictions and to identify to CLEC what additional right of way permission is required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability of existing Innerduct; identification of Make ready costs required to provide Innerduct; the schedule in which the Make ready work will be completed; and, the annual recurring prices associated with the attachment of facilities. Such estimates shall be provided on Attachment 2 of the General Information document and shall be completed within thirty five(35) calendar days for a standard inquiry of Thirty (30) Utility Hole sections or less, or as negotiated between Qwest and CLEC identified in the Cost Quotation.~~

~~10.8.4.4 Order Poles and Innerduct. Upon completion of the procedures described above, Qwest shall provide CLEC a statement of Make Ready costs and yearly (unless CLEC requests semi annual) lease rates. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make Ready and prorated lease charges for the current relevant period (annual or semi annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the Make Ready fees identified, Qwest will assign CLEC's requested space and complete the Make Ready work which may be required. Qwest will notify CLEC when Poles/Innerduct are ready for attachment of facilities.~~

~~10.8.4.5 Estimates of Make Ready in the Order are used to cover actual Make Ready costs. However, if Qwest requests, CLEC will be responsible for payment of the actual Make Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of invoice. Within fifteen (15) business days of a request therefor, Qwest will provide CLEC copies of records reflecting actual cost of Make Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within thirty (30) calendar days of the completion of Make Ready work. If the actual Make Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request therefore. Such request must be received within sixty (60) calendar days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within thirty (30) calendar days of the completion of Make Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last. If Qwest denies the Poles/Innerduct, ROW request, Qwest shall do so in writing, within forty five (45) days following the request, specifying the reasons for denial along with all relevant evidence and supporting information and will also refund the difference between the actual Make Ready costs incurred and those prepaid by CLEC, if any, upon request. Such request must be made within thirty (30) calendar days of CLEC's receipt of written denial. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last.~~

10.8.4.2.1 CLEC-Performed Field Verification. At the option of CLEC, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor: 2) A

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Qwest contractor will monitor the activity of CLEC contractor and a current labor rate will be charged to CLEC; 3) CLEC will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use the CLEC-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available Duct/Innerduct. CLEC will be charged standard rates for Tactical Planner time.

10.8.4.3 Order – Poles and Ducts. The review, signing and return of Attachment 2 of the General Information Document along with payment of the Make-Ready and prorated recurring access charges for the current relevant period (annual or semi-annual) shall be accepted as an Order for the attachment or occupancy. Upon receipt of the accepted Order from CLEC and applicable payment for the fees identified, Qwest will assign the requested space and commence any Make-Ready work which may be required. Qwest will notify CLEC when Poles/Innerduct are ready.

10.8.4.4 Make-Ready - Estimates of Make-Ready are used to cover actual Make-Ready costs.

10.8.4.4.1 If Qwest requests, CLEC will be responsible for payment of the actual Make-Ready costs determined if such costs exceed the estimate. Such payment shall be made within thirty (30) days of receipt of an invoice for the costs that exceed the estimate.

10.8.4.4.2 Within fifteen (15) business days of a request, Qwest will provide CLEC copies of records reflecting actual cost of Make-Ready work; provided, however, that, if Qwest does not possess all such records at the time of the request, then Qwest will provide copies of such records within fifteen (15) business days of receipt of such records. CLEC must request such records, if at all, within sixty (60) calendar days after written notification of the completion of the Make-Ready work.

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate, an appropriate credit for the difference will be issued upon request. Such request must be received within sixty (60) calendar days following CLEC's receipt of copies of records if CLEC has requested records under this paragraph, or within sixty (60) calendar days after written notification of the completion of Make-Ready work if CLEC has not requested records under this paragraph. Such credit will issue within ten (10) business days of Qwest's receipt of either all records related to such actual costs or CLEC's request for credit, whichever comes last, but in no event later than ninety (90) calendar days following the request for credit.

10.8.4.4.4 If CLEC cancels or if, due to circumstances unforeseen during inquiry/verification, Qwest denies the request for Poles, Ducts or ROW, upon CLEC request, Qwest will also refund the difference between the actual Make-Ready costs incurred and those prepaid by CLEC, if any. Such request must be made within thirty (30) calendar days of CLEC's receipt of written denial or notification of cancellation. Any such refund shall be made within ten (10) business days of either receipt of CLEC's request or Qwest's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the denial.

10.8.5 Billing

CLEC agrees to pay ~~Qwest Poles/Innerduct preparation charges in advance and usage fees ("Fees")~~ the following fees in advance as specified in the Request and Order (Attachment 1 and Attachment 2 of the General Information Document) ~~Attachments 1.A, 1.B, and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Innerduct Occupancy Fee and Access Agreement Consideration.~~¹⁰ ~~Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Such Fees~~ Usage fees for Poles/Innerduct (i.e., Pole Attachment Fee and Innerduct Occupancy Fee) will be assessed on an annual basis (unless CLEC requests a semi-annual basis). Annual ~~Fees~~ usage fees for Poles/Innerduct will be assessed as of January 1 of each year. Semi-annual ~~usage fees for Poles/Innerduct will be assessed as of January 1 and July 1 of each year. Such Fees~~ All fees shall be paid within thirty (30) days following receipt of invoices ~~therefor. Fees~~ invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

In the event of any service outage affecting both Qwest and CLEC, repairs shall be effectuated on a non-discriminatory basis as established by local, state or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Innerduct.

¹⁰ *Id.*

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

13.1 Nothing in this Agreement shall be construed in any manner to limit or otherwise adversely impact either Party's right to request an assignment of any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines published by the Industry Numbering Committee ("INC") as INC 95-0407-008 (formerly ICCF 93-0729-010) and Thousand Block (NXX-X) Pooling Administration Guidelines INC 99-0127-023, when these Guidelines are implemented by the FCC or Commission Order. The latest version of the Guidelines will be considered the current standard.

13.2 ~~North American Numbering Plan Central Office Code Administration ("NANPA") has now transitioned to NeuStar. Both Parties agree to comply with Industry guidelines and Commission rules, including those sections requiring the accurate reporting of data to the NANPA Central Office Code Administrator.~~

13.3 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) to recognize and route traffic to the other Party's assigned NXX or NXX-X codes. Neither Party shall impose any fees or charges ~~whatsoever~~ on the other Party for such activities. The Parties will cooperate to establish procedures to ensure the timely activation of NXX assignments in their respective networks.

13.4 Each Party is responsible for administering ~~NXX codes~~ numbering resources assigned to it. Each Party is responsible for updating the LERG data for NXX codes assigned to its switches. Each Party shall use the LERG published by ~~Bellcore~~ Telcordia or its successor for obtaining routing information and shall provide through an authorized LERG input agent, all required information regarding its network for maintaining the LERG in a timely manner.

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

Section 14.0 - LOCAL DIALING PARITY

14.1 The Parties shall provide local dialing parity to each other as required under Section 251(b)(3) of the Act. Qwest will provide local dialing parity to competing providers of telephone exchange service and telephone toll service, and will permit all such providers to have non-discriminatory access to telephone numbers, operator services, directory assistance, and directory listings, with no unreasonable dialing delays. The CLEC may elect to route all of its end-user customers' calls in the same manner as Qwest routes its end-user customers' calls, for a given call type (e.g., 0, 0+, 1+, 411), or the CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user's calls. Additional terms and conditions with respect to customized routing are described in Sections 9.12 of this Agreement. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

Section 15.0 - U-S-WESTQwest Dex

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

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