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ORIGINAL

June 28, 2001

Arizona Corporation Commission
Docket Control
Deborah R. Scott, Director Utilities Division
1200 West Washington Street
Phoenix, AZ 85007-2996

Arizona Corporation Commission
DOCKETED
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RE: Compliance Action Items
Docket No. T-03883A-00-0366
Decision No. 63492

Dear Ms. Scott,

It has been requested by the Arizona Corporate Commission that Local Gateway Exchange, Inc. provide a response to conditions issued by the Arizona Corporate Commission to receive a Certificate of Convenience and Necessity. LGEI would like you to accept this letter and accompanying documents as proof of our response to these conditions. LGEI has provided an original with 10 copies as required for your consideration. The following outlines the conditions that were requested in Arizona Opinion and Order, Paragraph No. 19, Items (a) through (r), Docket No. T-03883A-00-0366, Dated March 30, 2001 and have been met by LGEI:

- Item (b), LGEI ordered to file its tariff within 30 days of an Order in this matter.
  - **Please find enclosed Arizona Tariff to be effective upon acceptance the Arizona Commission and Staff.**
- Item (c), procure an Interconnection Agreement
  - **Please find executed interconnection agreement between Qwest and LGEI**
- Item (d), plan to have customer telephone numbers included in the Directories and Directory Assistance databases
  - **Reference interconnection agreement Section 10.5 and 10.6**
- Item (e), number portability arrangements
  - **Reference interconnection agreement. LGEI is a non-facilities based CLEC and as such is bound under Qwest number portability arrangements.**
- Item (i), LGEI provide 911 service and all issues associated with the provision of 911 service be resolved with the emergency service providers
  - **Reference interconnection agreement Section 10.3**
- Item (k), LGEI ordered to provide 2-PIC equal access
  - **Reference interconnection agreement Section 7.5**

RE: Compliance Action Items
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In addition to the above referenced items, we also agree to abide by the following conditions issued by Arizona Corporate Commission:

- Item (f), LGEI agrees to abide by and participate in the AUSF mechanism instituted in Decision No. 59623 (Docket No. RT-T-03905A-00-0513E-95-0498);
- Item (g), LGEI agrees to abide by the quality of service standards that were approved by the Commission for USWC in Docket No. T-0151B-93-0183;
- Item (h), LGEI is not a sole provider of service but in the event that it were, LGEI agrees to provide customers with access to alternative providers of service pursuant to the provisions of Commission rules, federal laws and federal rules;
- Item (j), LGEI agrees to abide by all Commission decisions and policies regarding CLASS services;
- Item (l), LGEI agrees to notify the Commission immediately upon changes to address or telephone number;
- Item (m), LGEI agrees to comply with all Commission rules, orders, and other requirements relevant to the provision of intrastate telecommunications service;
- Item (n), LGEI agrees to maintain its accounts and records as required by the Commission;
- Item (o), LGEI agrees to comply with the filing of all financials and reporting required at such times as the Commission designates;
- Item (p), LGEI agrees to maintain on file with the Commission current tariffs and rates, and any other service standards that the Commission may require;
- Item (q), LGEI agrees to cooperate with the Commission investigations of customer complaints;
- Item (r), LGEI agrees to participate in and contribute to the universal service fund as required by the Commission.

Please find enclosed a request for extension on the remaining outstanding compliance issue for your approval. Please send your approval by fax (214) 303-1312 and/or mail to:
700 North Pearl, Suite 200
Dallas, Texas 75201

Thank you for your consideration and please contact me with any further questions or concerns.

Sincerely,

Lisa Taylor

Lisa Taylor
Local Gateway Exchange, Inc. Officer
Secretary

TARIFF

REGULATIONS AND RATES
for END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

LOCAL GATEWAY EXCHANGE, INC.

WITHIN ARIZONA

CHECK SHEET

The pages listed below are effective as of the date shown. The original and revised pages contain all changes from the original tariff in effect on the date shown on each page.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

(C) To signify changed regulation.

(D) To signify discontinued rate or regulation.

(I) To signify increased rate.

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(R) To signify reduced rate.

(S) To signify reissued matter.

(T) To signify a change in text but no change in rate or regulation.

APPLICATION OF TARIFF

This tariff contains the service offerings, rates, terms and conditions for the Company's telecommunications services offered within Arizona.

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions apply:

Advance payment is a part or all of a payment required before the start of service.

Automatic number identification (ANI) is the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party Customer. The primary purpose of ANI is for billing toll calls.

Bit is the smallest unit of information in the binary system of notation.

Commission refers to the Arizona State Corporation Commission, unless otherwise indicated.

Company refers to **Local Gateway Exchange, Inc.** unless otherwise indicated.

Customer or subscriber is the person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Deposit is the cash or equivalent of cash security held as a guarantee for payment of the charges.

DID trunk is a form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of an operator.

Direct inward dial (DID) is a service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Direct outward dial (DOD) is a service option that allows individual station users to access and dial outside numbers directly.

End office is a location where the Company's switch is installed. The switch is assigned an NPA-NXX code and is the point of interconnection for that NPA-NXX code listed in the Local Exchange Routing Guide.

End user is a customer, joint user or any other person authorized by a Customer to use service provided under this tariff.

Exchange is a geographical area established for the rating of telecommunications.

Exchange telephone company or telephone company is any individual, partnership, association, joint-stock company, trust or corporation authorized by the state regulatory commission to provide public switched communications throughout an exchange area or between exchange areas.

SECTION 1.0 - DEFINITIONS (continued)

Hearing impaired refers to all persons with communication impairments, including the hearing impaired, deaf, deaf/blind and speech impaired whose impairment prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting is the routing a call to an idle station line in a prearranged group when the called station line is busy.

IXC or interexchange carrier is a long distance telecommunications services provider that furnishes services between exchange areas.

Kilosegment - A segment is a means of measuring the volume of transmitted information. The segment size is the number of octets of call user data contained in a packet segment. The standard segment size is 64 octets. The number of segments in a packet is determined by dividing the number of octets of call user data in a packet by 64 and rounding up. A kilosegment is one thousand segments.

Local access and transport area (LATA) is a geographical area established under the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association (NECA) Tariff F.C.C. No. 4.

Local Calling is a completed call or telephonic communications between a calling station and any other station within the local service area of the calling station.

Monthly recurring charges are those monthly charges to the Customer for services, facilities or equipment which continue and are billed to the Customer each month for the duration of the service.

Nonrecurring charge (NRC) is the initial charge, usually assessed on a one-time basis, to install equipment and facilities to establish service.

Numbering plan area (NPA) is the same as an area code.

PBX means private branch exchange

Presubscription is an arrangement whereby a Customer may select and designate to the Company a carrier he or she wishes to access, without an access code, for completing intraLATA and/or interLATA toll calls. The selected carrier is referred to as the Primary Interexchange Carrier.

SECTION 1.0 - DEFINITIONS (continued)

Recurring charges are the same as monthly recurring charges.

Service commencement date is the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards in the service order or this tariff, in which case the service commencement date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute service commencement date.

Service order is the written request for network services executed by the Customer and the Company. The signing of a service order by the Customer and acceptance by the Company begins the respective obligations of the parties in that order and under this tariff. The duration of the service is calculated from the service commencement date.

Shared refers to a facility or equipment system that can be used simultaneously by several Customers.

Station refers to telephone equipment from or to which calls are placed.

Trunk is a communications path connecting two switching systems in a network, used in the establishment of an end to end communication.

Two-way service includes both outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage based charges are rates for minutes or messages traversing over local exchange facilities.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service under the terms of this tariff with one-way and two-way information transmission originating from and terminating to points within Arizona.

2.1.2 Shortage of Equipment or Facilities

A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.

B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and equipment and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions

A. Service is provided for a minimum period of thirty days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

B. Customers may be required to enter into written or oral service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each service order, or in any extension of the service order, service shall continue on a month-to-month basis at the then current rates, unless terminated by either party upon 30 days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

D. This tariff shall be interpreted and governed by the laws of Arizona without regard to any choice of laws provision under a written contract or service order.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.3 Terms and Conditions (continued)

E. Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

F. To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

G. The Company reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume or term discounts.

H. The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability

A. In view of the fact that the Customer has exclusive control of his communications over the facilities furnished him by the Company, and other uses for which facilities may be furnished him by the Company, and because of the unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the regulations and limitations specified herein.

B. The Company's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's reasonable control, subject to the interruption allowance provisions under this tariff.

C. Defacement of premises - No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.

D. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability (continued)

E. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service hereunder, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the Customer under this tariff as an allowance for interruptions. However, any such mistakes, omission, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the Customer, or authorized user, or joint user, or which arise from the use of Customer provided facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

F. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability (continued)

G. Directory Errors - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a Customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by Customers or prospective Customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred.

H. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

I. The Company makes no warranties or representations, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

J. Failure by the Company to assert its rights under a provision of this tariff does not preclude the Company from asserting its rights under other provisions.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.4 Limitations on Liability (continued)

K. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits, or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by : (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies, or municipalities, or the employees or agents of any one of them.

3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period applies to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

A. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

B. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.

C. Equipment the Company provides or installs at the Customer premises shall not be used for any purpose other than that for which the equipment is provided.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.6 Provision of Equipment and Facilities (continued)

D. Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use with this service shall be so constructed, maintained and operated as to work satisfactorily with the Company's facilities.

E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2. the reception of signals by Customer-provided equipment; or

3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.7 Non-routine Installation

At the Customer's request, installation or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable effort basis at the Customer's request. Special construction is construction undertaken:

A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;

B. of a type other than that which the Company would normally utilize in the furnishing of its services;

C. over a route other than that which the Company would normally utilize in the furnishing of its services;

D. in a quantity greater than that which the Company would normally construct;

E. on an expedited basis;

F. on a temporary basis until permanent facilities are available;

G. involving abnormal costs; or

H. in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.1 Undertaking of the Company (continued)

2.1.9 Ownership of Facilities

Title to all facilities provided under this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Arizona State Corporation Commission's regulations, policies, orders and decisions.

2.2.3 The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

A. the payment of all applicable charges under this tariff;

B. reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the non-compliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

C. providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

D. obtaining, maintaining and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide communications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer; the Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.1 General (continued)

E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment; the Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company; the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

G. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

I. The Customer is responsible for taking all steps necessary to cancel or otherwise discontinue any service(s) to be replaced by any Local Gateway Exchange, Inc. service(s) as described herein.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.3 Obligations of the Customer (continued)

2.3.2 Liability of the Customer

A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

B. To the extent caused by any negligent or intentional act of the Customer as described in (a), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.

B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.4 Customer Equipment and Channels (continued)

2.4.3 Inspections

A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under Section 2.4.2(b) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.4.4 Interconnection of Facilities

A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

B. Service provided herein may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one (1) month's estimated billing, upon which the advance can be collected and subsequently rebilled. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges and recurring charges for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's next bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.5 Customer Deposits and Advance Payments (continued)

2.5.2 Deposits

A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges under Arizona State Corporation Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment The deposit will not exceed an amount equal to:

1. two regular billing periods.; or

2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable. Such a deposit shall in no event exceed two (2) months. In addition, the Company shall be entitled to require such an applicant or Customer to pay all his or her bills within a specified period of time, and to make such payments in cash or cash equivalent. At the Company's option, such deposit may be refunded to the Customer's account at any time. The Company also reserves the right to cease accepting and processing service orders after it has requested a security deposit and prior to the Customer's compliance with this request.

B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

C. Deposits will accrue interest annually in accordance with Arizona State Corporation Commission rules, at a rate specified by the Arizona State Corporation Commission. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

D. The Company shall annually and automatically refund the deposits of residential Customers who have paid bills for 12 consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.6 Payment Arrangements

2.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Arizona gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

Certain telecommunications services, as defined in the Arizona statutes, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Arizona, or both, and are charged to a Customer's telephone number or account in Arizona.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.

B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.6 Payment Arrangements (continued)

2.6.2 Billing and Collection of Charges (continued)

D. Customer billing will begin on the service commencement date, which is the day the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards under this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

E. If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a one-time late payment charge of 1.5% per month shall be due to the Company for past due amounts which have no previously been subject to late payment fees. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the final payment shall be extended through the next business day.

F. The Customer should notify the Company of any disputed items on an invoice within 30 days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Arizona State Corporation Commission in accordance with the Commission's rules of procedure.

G. If service is disconnected by the Company under Section 2.6.3 and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company under Section 2.6.3 and later restored, restoration of service will be subject to the rates in Section 4.3 .

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.6 Payment Arrangements (continued)

2.6.3 Returned Check Charge

A service charge equal to $10.00 will be assessed under Arizona law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection

2.7.1 Service may be discontinued or refused for any of the following reasons:

A. As requested by the Customer.

B. When a telephone bill becomes delinquent.

C. When the Customer misrepresents his or her identity for the purpose of obtaining telephone service.

D. When the Customer violates any rule of the Company, and the violation adversely affects the safety of the Customer or other persons, or the integrity of the telephone system.

E. When the Customer causes or permits unauthorized interference with or use of telephone service situated on or about the Customer's premises.

F. For refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection (continued)

2.7.2 Notice of Discontinuance of Service

A. The Customer shall be given five (5) days written notice before initial discontinuance of service, unless the discontinuance is upon Customer's request or involves a dangerous condition, violation of Company's rules or unauthorized interference or use of services in which case service may be discontinued immediately.

B. Notice shall be sent to the account name and address. Accurate records shall be kept as to the mailing date and service of notice is complete upon this mailing date.

2.7.3 Restoration of Service

A. Upon the Customer's request, an employee of the Company shall restore service promptly when (a) the cause of disconnection of service has been eliminated, or (b) applicable restoration charges have been paid, or (c)satisfactory credit arrangements have been made. Refer to Service Fees Rate Schedule for Restoration charge.

B. At all times, every reasonable effort shall be made to restore service on the restoration day requested.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection (continued)

2.7.3 Disputes

A. If a Customer advises Company's office prior to the date of proposed discontinuance that all or any part of any billing as rendered is in dispute, or that the Company's reasons for discontinuance are factually invalid, Company shall:

1. Immediately record the date, time, and place the complaint is made.

2. Postpone discontinuance until a full investigation is completed and the dispute found to be invalid.

3. Investigate the dispute promptly and completely.

4. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.

B. In attempting to resolve the dispute in a mutually satisfactory manner, Company may employ telephone communications, personal meetings, formal or informal hearings, onsite visits or any other technique reasonably conducive to settlement of the dispute.

C. In the event that a dispute is not resolved to the satisfaction of the Customer after a full investigation, the Customer shall be advised by the company of formal and informal proceedings available before the Commission. Service may then be discontinued if proper notice has been given.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.7 Disconnection and Reconnection (continued)

2.7.4 If the Customer orders service requiring special facilities dedicated to the Customer's use and then cancels his order before service begins, or prior to completion of the minimum period, or before completion of some other period mutually agreed upon by the Customer and Company, the Customer will be charged for the nonrecoverable portions of expenditures or liabilities expended on behalf of the Customer by Company and not fully reimbursed. If, based on the order, if construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be charged to the Customer. Such charges shall be based on the percentage of work completed.

2.7.5 When service has been discontinued for failure to maintain credit as specified above, service will be restored after the service charge has been collected from the Customer.

2.7.6 Company reserves the right to cancel service to any Customer who uses or permits the use of obscene, profane or grossly abusive language over the Company's facilities, and who, after a five (5) day notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

2.7.7 Service is furnished subject to the condition that the service will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within it's apparent jurisdiction, advises in writing that such service is being used in violation of law and that a formal charge has been filed by competent authority against the Customer. Before discontinuing service to such Customer Company shall give to Customer no less than three days written notice of its intention to do so. Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

2.7.8 Company may refuse to furnish service to an applicant for service and may discontinue service to a Customer if any of the facilities, appliances, or apparatus on Customer's premise are found to be unsafe or causing harm to Company's facilities, and may refuse to furnish service until the applicant or Customer shall have remedied the condition.

2.7.15 Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the service. Company may refuse to furnish or deny service to any person, firm, or corporation, who, over the facilities furnished by the Company, abuses or fraudulently uses the service.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.8 Interconnection

2.8.1 Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Service furnished by Company is not part of a joint undertaking with such other companies. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.8.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his Customer-provided terminal equipment or communications systems with Company's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.9 Cancellation of Application for Service

2.9.1 Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2.9.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

2.9.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

2.9.4 The charges described above will be calculated and applied on a case-by-case basis.

2.10 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.11 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period under Section 2.6.2.

2.11.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

A. all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;

B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;

C. all recurring charges specified in the applicable service order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.12 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.12.1 The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

2.12.2 A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or authorized user to place calls over the network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

2.12.3. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss or theft.

2.12.4 The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent Company or affiliate of the Company; b) under any sale or transfer of substantially all the assets of the Company; or c) under any financing, merger or reorganization of the Company.

2.14 Allowances for Interruptions in Service

2.14.1 General

A. A credit allowance will be given when service is interrupted, except as specified in Section 2.14.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.14 Allowances for Interruptions in Service (continued)

2.14.1 General (continued)

C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.14.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

A. due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

B. due to the failure of power, equipment, systems, connections or services not provided by the Company;

C. due to circumstances or causes beyond the reasonable control of the Company;

D. during any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.14 Allowances for Interruptions in Service (continued)

2.14.2 Limitations of Allowances (continued)

E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

G. that was not reported to the Company within 30 days of the date that service was affected.

H. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (under Section 2.14.3), or utilize another service provider;

2.14.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.14 Allowances for Interruption in Service (continued)

2.14.4 Application of Credits for Interruptions in Service

A. If a Customer's service is interrupted other than by the negligence or willful act of the Customer, and it remains out of order for eight normal working hours or longer after access to the premises is made available and after being reported to be out of order, appropriate adjustments or refunds shall be made to the Customer, when such adjustment exceeds $1.00. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the Customer shall be a pro rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for the service.

B. For calculating credit allowances, every month is considered to have 30 days.

2.15 Listing and Billing Name Rule

When the Customer provides a listing name or a name that will appear in Caller ID systems, the Company reserves the right to suppress names that are intentionally misleading or offensive. The Company will notify the Customer before suppressing the name or prior to initiating service to make alternative arrangements. If the Customer is dissatisfied with the Company's determination, the Customer has the right to appeal the Arizona State Corporation Commission for a decision.

SECTION 2.0 - RULES AND REGULATIONS (continued)

2.16 Notices and Communications

2.16.1 The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.16.2 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.16.3 Except as otherwise stated in this tariff, all notices or other communications required to be given under this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.16.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by US West.

3.1.1 List of Exchange Areas and Local Calling Areas

Exchange Area	Exchange Area Included in the Local Calling Area
Agua Fria	Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Higley, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Ash Fork	Ash Fork, Cameron, Flagstaff, Munds Park and Williams
Bisbee	Bisbee, Douglas, Sierra Vista, Tombstone and (Elfrida)[1]
Black Canyon	Black Canyon, Agua Fria, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Highley, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Cameron	Cameron, Ash Fork, Flagstaff, Munds Park and Williams
Camp Verde	Camp Verde, Cottonwood and Sedona
Casa Grande	Casa Grande, Coolidge, Eloy, Florence and Maricopa
Cave Creek	Cave Creek, Agua Fria, Black Canyon, Buckeye, Circle City, Deer Valley, Fort McDowell, Highley, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Chino Valley	Chino Valley, Humbolt and Prescott
Circle City	Circle City, Agua Fria, Black Canyon, Buckeye, Cave Creek, Deer Valley, Fort McDowell, Highly, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition

[1] denotes other company exchanges

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by US West.

3.1.1 List of Exchange Areas and Local Calling Areas

Exchange Area	Exchange Area Included in the Local Calling Area
Coolidge	Coolidge, Casa Grande, Eloy, Florence and Maricopa
Coronado	Coronado, Green Valley, Marana, Robles, Tubac, Tucson and Vail
Cottonwood	Cottonwood, Camp Verde and Sedona
Deer Valley	Deer Valley, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Fort McDowell, Highley, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Douglas	Douglas, Bisbee, Sierra Vista, Tombstone and (Elfrida)[1]
Eloy	Eloy, casa Grande, Coolidge, Florence and Maricopa
Flagstaff	Flagstaff, Ash Fork, Cameron, Munds Park and Williams
Florence	Florence, Casa Grande, Coolidge, Eloy and Maricopa
Fort McDowell	Fort McDowell, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Higley, New River, Paradise Valley, Phoenix, Metropolitan Exchange and Superstition
Globe	Globe, Miami and (San Carlos)[1]
Green Valley	Green Valley, Coronado, Marana, Robles, Tubac, Tucson and Vail

[1] denotes other company exchanges

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by US West.

3.1.1 List of Exchange Areas and Local Calling Areas

Exchange Area	Exchange Area Included in the Local Calling Area
Higley	Higley, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, New River, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Joseph City	Joseph City and Winslow
Marana	Marana, Coronado, Green Valley, Robles, Tubac, Tucson and Vail
Maricopa	Maricopa, Casa grande, Coolidge, Eloy and Florence
Miami	Miami, Globe and (San Carlos)[1]
Munds Park	Munds Park, Ash Fork, Cameron, Flagstaff and Williams
New River	New River, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Higley, Paradise Valley, Phoenix Metropolitan Exchange and Superstition
Nogales	Nogales and Patagonia
Paradise Valley	Paradise Valley, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Higley, New River, Phoenix Metropolitan Exchange and Superstition
Patagonia	Patagonia and Nogales

[1] denotes other company exchanges

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by US West.

3.1.1 List of Exchange Areas and Local Calling Areas

Exchange Area	Exchange Area Included in the Local Calling Area
Phoenix Metropolitan	Phoenix Metropolitan Exchange, Agua Fria, Black Canyon, Buckeye, Cave Creek, Circle City, Deer Valley, Fort McDowell, Higley, New River, Paradise Valley and Superstition
Pima	Pima and Safford
Prescott	Prescott, China Valley and Humboldt
Robles	Robles, Coronado, Green Valley, Marana, Tubac, Tucson and Vail
Safford	Safford and Pima
Sedona	Sedona, Camp Verde and Cottonwood
Sierra Vista	Sierra Vista, Bisbee, Douglas, Tombstone and (Elfrida)[1]
Tubac	Tubac, Coronado, Green Valley, Marana, Robles, Tucson and Vail
Tucson	Tucson, Coronado, Green Valley, Marana, Robles, Tubac and Vail
Vail	Vail, Coronado, Green Valley, Marana, Robles Tubac and Tucson
Wellton	Wellton and Yuma

[1] denotes other company exchanges

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by US West.

3.1.1 List of Exchange Areas and Local Calling Areas

Exchange Area	Exchange Area Included in the Local Calling Area
Wickenburg	Wickenburg, Yarnell and (Aguila)[1]
Williams	Williams, Ash Fork, Cameron, Flagstaff and Munds Park
Winslow	Winslow and Joseph City
Yarnell	Yarnell, Wickenburg and (Aguila)[1]
Yuma	Yuma and Wellton

[1] denotes other company exchanges

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Nonrecurring charges apply to process service orders for new service, for changes in service and for changes to the Customer's primary interexchange carrier (PIC) code.

	Nonrecurring Charges	
	Business	**Residence**
Service Order new service, per primary line	$56.00	$46.50
Service Order, new service, per secondary line	$56.00	$46.50
PIC change, per primary line, trunk or port	$ 5.00	$ 5.00
PIC change, each additional line, trunk or port	$ 5.00	$ 5.00
Customer Requested Service Change	$27.50	$10.00
Trouble Isolation Charge	$80.00	$80.00

4.2 Maintenance Visit Charges

Maintenance visit charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance visit charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the maintenance visit charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for maintenance of service vary by time per Customer request.

Premises Visit Charge, per Visit	$25.00
Duration of time, per technician	
	Rate
Initial 30 minutes	$60.00
Each additional 15 minute increment	$25.00

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES (continued)

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Nonrecurring Charge	
	Business	**Residence**
Per Occasion	$16.00	$16.00

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following network services are available to all Customers.

Standard Local Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features
Listing Services (including Nonpublished and Non-list Services)
Directory Assistance
Operator Services
Special Construction and Arrangements
Access to 911 and toll services

5.1.2 Application of Rates

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated nonrecurring and monthly recurring charges.

5.1.3 Restrictions

Local service is offered for originating and terminating local calls. Service may not be used for originating or terminating non-local calls without paying applicable access charges and/or toll charges.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)

5.2 Standard Local Service

The Standard Local Service provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Local Service lines are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.

An optional per line hunting feature is available for multiline Customers which routes a call to an idle station line in a prearranged group when the called station line is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Local calling service is available on a flat rate basis.

Standard Local Service provides a Customer with the ability to connect to the Company switching network which enables the Customer to:

(a) place or receive calls to any calling station in the local calling area;

(b) access 911 and/or Enhanced 911 Emergency Service;

(c) access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;

(d) access Operator Services;

(e) access Directory Assistance for the local calling area;

(f) place or receive calls to 800 telephone numbers;

(g) access Telephone Relay Service;

(h) directory listing of the main telephone number.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (continued)

5.3 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic trunks are provided for connection of Customer-provided private branch exchanges to the public switched telecommunications network. Each basic PBX trunk is provided with touch tone signaling and may be configured into a hunt group at no additional charge with other Company-provided basic PBX trunks. The signal is an analog signal at the voice grade level.

PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Trunks are provided for connection of Customer provided PBXs or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Customers as inward, outward or two-way combination trunks where services and facilities permit.

5.4 Direct Inward Dialing (DID) Service

Direct inward dialing (DID) permits calls incoming to a PBX system or other Customer premises equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the Customer's responsibility.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features

The features listed in this are offered to Customers either under the Standard Local Service, Enhanced Local Service or as options. For the option service price lists see Section 6.

5.5.1 Feature Descriptions

A. **Call Block** allows the end-user to automatically block incoming calls from up to twelve end user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.

B. **Call Forwarding Busy Line - Basic** permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.

C. **Call Forwarding Don't Answer - Basic** permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.

D. **Call Forwarding Variable** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation. The end-user must dial an activation code from his/her exchange line along with the forward-to number, and the forward-to-number must answer the call in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.

E. **Call Forwarding - Remote Access** permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

F. **Call Return** allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed.

G. **Call Tracing** allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified to appropriate authorities. The service is rated on a per call traced basis.

H. **Call Waiting - Basic** provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

I. **Call Waiting - Deluxe** allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)
Call Name Delivery

Full use of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

J. **Caller ID - Basic** permits the end-user to view a directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the Customer's responsibility to provide the necessary CPE.

K. **Caller ID - Deluxe** permits the end-user to view a directory name and directory number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a directory name, depending on available call data.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

L. **Calling Number Delivery Blocking** prevents the delivery, display and announcement of the end-user's directory number and directory name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call.

M. **Multiple Directory Number Distinctive Ringing** - This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to three additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

N. **Preferred Call Forwarding** permits the end-user to automatically forward to another number calls received from up to twelve end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

O. **Repeat Dialing** permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

calls to 800 service numbers
calls to 900 service numbers
calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
calls to Directory Assistance
calls to 911

P. **Speed Calling** permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight code list or a 30 code list. Code lists may include local and toll telephone numbers. The Customer has the ability to add telephone numbers to or remove them from the a speed calling list without the Company's help.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.5 Optional Calling Features (continued)

5.5.1 Feature Descriptions (continued)

Q. **Three-Way Calling** permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.6 Listing Services

For each Customer of Company-provided exchange service, the Company shall list the Customer's main billing telephone number in the directory published by the dominant local exchange carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.6.1 Nonpublished Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.6.2 Nonlisted Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.7 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are given a maximum of 2 listings per each call to Directory Assistance.

5.8 Operator Services

Provides for live or automated operator treatment when a Customer dials "0." Operator services can be used to help the Customer route or bill a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

SECTION 5.0 - NETWORK SERVICE DESCRIPTIONS (continued)

5.10 Miscellaneous Services

5.10.1 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.10.2 Presubscription Services

This service provides for the presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carriers selected by the Customer.

5.10.3 Vanity Telephone Numbers

At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions under Section 2.1.3 H.

SECTION 6.0 - LOCAL SERVICES PRICE LIST

6.1 Standard Local Service

Recurring charges for Standard Local Service are billed monthly in advance. Nonrecurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company. The applicable local exchange and their calling scopes are described in Section 3 of this tariff. A nonrecurring charge applies as listed in Section 4 of this tariff.

6.1.1 Flat Rate Service

	Business	Residential
Standard Local Service, per line		
Initial Line	$33.03	$13.43
Additional Line	$33.03	$13.43
Hunting, per line	See Sec. 6.6.2	
Touchtone Dialing, per line	$ 0.00	$ 0.00

6.1.2 Message Rate Service

	Business	Residential
Initial Line	N/A	$8.60
Additional Line	N/A	$8.60

6.1.3 Message Rate Service Usage Charge

	Business	Residential
Per Message	N/A	$0.20

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.2 PBX Trunk Service

An optional per trunk hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 6.5).

PBX trunks may also be equipped with DID capability and DID number blocks for additional charges (see Section 6.3). Prices are determined by total number of trunks and term commitment. No discount applies for under 2- trunks used for less than 36 months.

6.2.1 PBX Trunk Flat Rate

	Nonrecurring Charge	Monthly Rate
Digital Trunks		
Per Trunk	See Analog Trunks Below	
Per DS-1 Arrangement		
Analog Trunks		
- Two-Way Trunk	$ 56.00	$38.51
- Two-Way/4 Wire with E & M Signaling, DID, and Hunting	$ 66.00	$77.51
- One-Way Trunk Outgoing only	$ 56.00	$38.51
- One-Way Trunk Ingoing only	$ 56.00	$38.51
- One Way Trunk Ingoing with Hunting for DID	$ 66.00	$46.51
- TTT - LD Terminal	$127.00	$17.16

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.3 Direct Inward Dialing (DID) Service

DID permits calls incoming to a PBX system or other CPE to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the Customer's responsibility.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and nonrecurring charges for PBX Trunks as shown in Section 6.2. The Customer will be charged for the number of DID Number Blocks regardless of the number of DID numbers used from the available block of numbers.

DID Number Blocks	Nonrecurring Charges	Monthly Recurring Charge - Month-to-Month
Each DID Sequential Number	$1.00	$0.15
Each Block of 20 Sequential DID numbers	$20.00	$3.00
DID Block Comprise Charge Removal of Number from Sequential Block	$450.00	N/A
Temporary Removal of Number from Sequential Block	$50.00	N/A
DID Change Charge Per Change of Number of Digits Outpulsed	$50.00	N/A
DID Trunk Terminations	$64.00	$50.00

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.4 Optional Calling Features (continued)

6.4.1 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature. A nonrecurring charge applies.

A. Monthly Recurring Charges

Optional Calling Features	Monthly Rate Business	Monthly Rate Residence
Call Block	$4.50	$4.50
Call Forwarding Busy Line - Basic	$3.00	$0.30
Call Forwarding Don't Answer - Basic	$4.00	$0.90
Call Forwarding Busy and Don't Answer	$5.50	$1.10
Call Forwarding Variable	$4.80	$3.00
Call Forwarding Remote Access	$7.75	$3.95
Call Return (or $0.75 per use)	$3.00	$2.95
Call Tracing (rate is per call traced)	$2.00	$2.00
Call Waiting	$7.50	$5.00

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.4 Optional Calling Features (continued)

6.4.1 Optional Calling Features (continued)

A. Monthly Recurring Charges (continued)

Optional Calling Features	Monthly Rate Business	Monthly Rate Residence
Caller ID - Basic (w/number)	$7.50	$5.50
Caller ID - Deluxe (w/name and number)	$7.95	$5.95
Calling Number Delivery Blocking (rate is per call)	$0.00	$0.00
Multiple Directory Number Distinctive Ringing	$1.00	$1.00
Repeat Dialing (or $0.75 per use)	$3.50	$2.50
Speed Calling (8-code)	$3.00	$2.00
Speed Calling (30-code)	$4.50	$3.50
Three Way Calling (or $0.75 per use)	$4.00	$3.50

B. Nonrecurring Charge

A one time nonrecurring Charge applies $13.00

SECTION 6.0 - LOCAL SERVICES PRICE LIST (continued)

6.5 Other Charges

6.5.1 End-User Common Line (EUCL) Recovery Charge

	Monthly Rate
Single Line Residential Customer, per line	$ 3.50
Each Additional Residential Line	$ 6.07
Single Line Business Customer, per line	$ 3.50
Multiline Business Line or Trunk, each	$ 8.25

6.5.2 Hunting Line Service

The following charges apply to each Standard Local Line Service line arranged for hunting.

	Nonrecurring Charge	Monthly Rate
Series Hunting	$13.00	$8.00
Circle Hunting	$13.00	$3.00
Preferential Hunting	$13.00	$1.00

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

7.1 Directory Listings

7.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the directory assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company may use abbreviations in listings. The Company may reject a listing it judges to be objectionable. A name made up by adding a term such as company, shop, agency, works, etc. to the name of a commodity or service will not be accepted as a listing unless the Customer is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)

7.1 Directory Listings (continued)

7.1.2 Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the white pages of the telephone directory and in the Company's directory assistance records.

7.1.3 Free Listings

One listing for each individual line service, auxiliary line or PBX system are provided at no additional charge to the Customer.

7.1.4 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided under Section 7.1.3

Type of Listing	Monthly Charge	
	Business	Residential
- Each Additional Listing	$3.00	$1.50
- Alternate Listings	$3.00	$1.50

These rates pertain to Customers who establish new service or to existing Customers who add or change their nights, sundays, or holidays' listings or listings indented under calling instructions.

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)

7.2 Nonpublished Service

7.2.1 General

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's directory assistance records.

7.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonpublished number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonpublished number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonpublished service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonpublished service or the disclosing of said number to any person.

7.2.3 Rates and Charges

There is a monthly charge for each nonpublished service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Business	$1.80
Residential	$1.90

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)

7.3 Nonlisted Service

7.3.1 General

Nonlisted service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's directory assistance records.

7.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a nonlisted number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a nonlisted number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service or the disclosing of said number to any person.

7.3.3 Rates and Charges

There is a monthly charge for each nonlisted service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Business	$1.45
Residential	$1.90

SECTION 7.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES (continued)

7.4 Directory Assistance Services

7.4.1 Directory Assistance

A directory assistance charge applies per local directory assistance call. The Customer may make two requests for a telephone number per call. The directory assistance charge applies regardless of whether the directory assistance operator is able to supply the requested number. Single line Customers will receive a three-call allowance for local directory assistance. Multiline Customers get two additional calls to local directory assistance at no charge per month per line, up to the first twenty-five (25) additional lines and one month per line over twenty-five lines.

Each local directory assistance call	$0.59
Each long distance directory assistance call	$0.85
Each directory assistance- call completion	$1.50 plus applicable toll charges

SECTION 8.0 - LOCAL OPERATOR SERVICES

8.1 General

The Company 's Local Operator Assisted Calling is available for use by presubscribed Customers as well as transient end users served from aggregated locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

8.2 Local Operator Assisted Services

8.2.1 Operator Service Call Types

A. **Customer Dialed Calling/Credit Card Call** charge applies in addition to local usage charges for station to station calls billed to an authorized calling card or commercial credit card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.

B. **Operator Dialed Calling/Credit Card Call** charge applies in addition to local usage charges for station to station calls billed to an authorized calling card or commercial credit card and the operator dials the destination telephone number at the request of the Customer.

C. **Operator Station** charges apply in addition to local usage charges for non-person-to-person calls placed using the assistance of a Company operator and billed to the originating line, collect, to a third party, by deposit of coins in pay telephones, or via some method other than a calling card or commercial credit card.

D. **Person-to-Person** rates apply in addition to local usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a calling card, commercial credit card, collect, by deposit of coins in pay telephones, or to a third party. Charges do not apply unless the specified party or an acceptable substitute is available.

SECTION 8.0 - LOCAL OPERATOR SERVICES (continued)

8.2 Local Operator Assisted Services (continued)

8.2.2 Available Billing Arrangements

A. **Bill to Line** is a billing arrangement whereby the originating caller may bill the charges for a call to the Company-provided local exchange line from which the call is placed. The terms and conditions of the Company apply to payment arrangements.

B. **Calling Card** is a billing arrangement whereby the originating caller may bill the charges for a call to an approved local exchange carrier issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.

C. **Collect Billing** - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.

D. **Third Party Billing** - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

SECTION 8.0 - LOCAL OPERATOR SERVICES (continued)

8.2 Local Operator Assisted Services (continued)

8.2.3 Partially Automated Surcharge

This charge applies to Operator assisted Station to Station calls (including those billed to calling cards) where the Customer dials the terminating number, and elects to have the operator handle billing, each.

8.2.4 Rates for Local Operator Assisted Services

	Per call charge
Customer dialed calling/credit card	$0.50
Operator dialed calling/credit card	$0.85
Operator station	
Billed collect	$1.30
Billed to third party	$1.30
Billed to line	$1.30
Person-to-person	$3.50

SECTION 8.0 - LOCAL OPERATOR SERVICES (continued)

8.3 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	Per call
Local Busy Line Verification	$1.50
Local Line Interruption	$3.00
Long Distance Busy Line Verification	$6.50
Long Distance Line Interruption	$6.50

SECTION 9.0 - TOLL SERVICES

9.1 Toll Services General Description

Toll Services are offered for outbound calling for presubscribed Customers. Customers may access Toll Services with switched or dedicated access services for interLATA and/or intraLATA calling. Term plans and volume commitment plans are available which offer reduced rates in exchange for lower rates.

9.2 Residential Flat Rate Calling Plan

This service is offered to presubscribed residential Customers. Calls are billed in one minute increments, after an initial minimum call duration of one minute for billing purposes.

Per Minute	$0.20

SECTION 9.0 - TOLL SERVICES (continued)

9.3 InterLATA Operator Assisted Services

9.3.1 Operator Dialed Calling Card Station & Customer Dialed Calling Card Station Per Minute Usage Charges

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
All	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000	$0.3000

9.3.2 Operator Station Per Minute Usage Charges

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
0 - 10	$0.3000	$0.1700	$0.2100	$0.1300	$0.1800	$0.1100
11 - 22	$0.4000	$0.2200	$0.2800	$0.1600	$0.2300	$0.1300
23 - 55	$0.4500	$0.2700	$0.3100	$0.1900	$0.2500	$0.1600
56 - 124	$0.5200	$0.3300	$0.3500	$0.2300	$0.2900	$0.1900
125 - 292	$0.5300	$0.3600	$0.3500	$0.2500	$0.2900	$0.2100
293+	$0.5800	$0.3800	$0.3900	$0.2600	$0.3300	$0.2200

SECTION 9.0 - TOLL SERVICES (continued)

9.3 InterLATA Operator Assisted Services (continued)

9.3.3 Person-to Person Per Minute Usage Charges

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
0 - 10	$0.4600	$0.3300	$0.2900	$0.2100	$0.2300	$0.1600
11 - 22	$0.6600	$0.4800	$0.4200	$0.3100	$0.3300	$0.2400
23 - 55	$0.7500	$0.6000	$0.5100	$0.4000	$0.4000	$0.3100
56 - 124	$0.9100	$0.7500	$0.6100	$0.4900	$0.5000	$0.4000
125 - 292	$0.9600	$0.8100	$0.6600	$0.5500	$0.5300	$0.4500
293+	$1.0300	$0.9000	$0.7100	$0.5900	$0.5800	$0.4800

SECTION 9.0 - TOLL SERVICES (continued)

9.3 Operator Assisted Toll (continued)

9.3.5 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Service Charge Per Call

	LEC Card	Credit Card
Customer Dialed Calling Card	$0.95	$1.50
Customer Dialed Credit Card	$0.95	$1.50
Operator Dialed Calling Card	$0.95	$1.50
Operator Dialed Credit Card	$0.95	$1.50
Operator Station		
Billed Collect	$2.30	
Billed to Third Party	$2.30	
Person-to-Person		
All Billing Methods	$4.50	
Operator Dialed Surcharge		
Customer Dialed	$1.50	
Operator Dialed	$1.50	

SECTION 10.0 - MISCELLANEOUS SERVICES

10.1 Carrier Presubscription

10.1.1 General

Carrier presubscription is a procedure where a Customer designates the carrier which the Customer wants to use for intraLATA and interLATA toll calls, where available. Such calls are automatically directed to the designated carrier, without the need to dial carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

10.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance presubscription are offered where available. Availability may be limited based on the capabilities of the Customer's serving central office:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

Option D: Customer may select a carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

SECTION 10.0 - MISCELLANEOUS SERVICE (continued)

10.1 Carrier Presubscription (continued)

10.1.2 Presubscription Options (continued)

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 9.0 - MISCELLANEOUS SERVICES (continued)

10.1 Carrier Presubscription (continued)

10.1.3 Rules and Regulations

Customers will retain their primary interexchange carrier until they request that their dialing arrangements be changed.

Customers may select either Options A, B, C, D or E for intraLATA presubscription. Option F allows the Customer to decline to choose an intraLATA carrier.

Customers may change their selected option or presubscribed toll carrier at any time subject to charges specified in 10.1.5.

10.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order for local exchange service. The Company will process the Customer's order for service. All new Customer's initial requests for intraLATA toll service presubscription will be provided free of charge.

If a new Customer is unable to select at the time it places an order for local exchange service, the Company will direct the Customer to the local telephone directory to select a carrier. Until the Customer informs the Company of its choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, and will be required to dial a carrier access code to route all toll calls.

10.1.5 Presubscription Changes

After a Customer's initial selection of a presubscribed toll carrier, any change in the Customer's intraLATA or interLATA carriers will incur a PIC change charge under Section 4.1.

11.0 - PROMOTIONAL OFFERINGS, VOLUME AND TERM DISCOUNTS

11.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed 90 days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum to the Company's price lists.

11.2 Term Discounts

Discounts as listed below are available where the Customer agrees to a one year or three year term. If the Customer is unable to complete the term, then a termination charge is assessed as liquidated damages. Written contracts are required for this discount to apply.

term	discount
one year	1.5 percent
three years	3.0 percent

11.3 Volume Discount

An additional discount for an account based upon monthly revenue paid is also available and will be automatically applied where the Customer has agreed to a term discount. Paid monthly revenues is used as a surrogate for volume and includes all services billed and paid on the Customer's account. The discount will be applied the month following receipt of the Customers check. The discount amounts are as follows:

monthly revenue paid	discount
greater than $ 500.00	1.0 percent
greater than $1,000.00	1.5 percent
greater than $2,500.00	2.0 percent

No volume discount will be paid unless the Customer's payments have been current for at least three months, except upon the initiation of service the discount may begin upon the second month if the Customer's payment record is current.

11.4 Discounts

The Company may, from time to time as reflected in the price list, offer additional discounts based on monthly volume, monthly revenue commitment or time-of-day .

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS

12.1 Special Charges

12.1.1 Application of Special Charges

Special charges may apply in addition to the usual service connection charges and monthly rates when unusual investment or expense will be incurred by the Company. Special charges will apply when:

A. conditions require or the Customer request the provision of special equipment or unusual or nonstandard methods of plant construction, installation or maintenance or a move of the Company's facilities;

B. the Customer's location requires the use of costly private right-of-way; and

C. the proposed service is of a temporary nature, and the plant to be placed would not be useful to the Company in the general conduct of its business after that service was discontinued.

12.1.2 Customer Requirements for Special Charges

A. Temporary Construction - The Customer shall be charged the estimated cost of construction and removal of the plant which would not be of value to the Company, less the estimated net recovery value of the material used. The Company may require the Customer to pay the cost of construction plus the cost of removal, less salvage, for temporary construction performed in advance of permanent construction or to provide temporary service.

B. The Company shall retain title to all plant constructed, as specified within this tariff, provided wholly or partially at the Customer's expense.

C. When attachments are made to poles of other companies, instead of providing construction for which the Customer would be charged under the provisions of this section, the Customer shall pay the Company's cost for such attachments.

D. The Customer is required to pay the construction charges made by another telephone company providing facilities to connect with the facilities of the Company.

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

12.2 Special Construction

12.2.1 Construction on Private Property

A. The Company will furnish an average amount of entrance and distribution facilities, provided the facilities are of the standard type normally furnished for the particular location or kind of service.

B. If additional entrance or distribution facilities are required, or if conditions require special equipment, maintenance or methods of construction, if the installation is for a temporary purpose, or if for any other reason, the construction costs are excessive as compared with the revenue to be derived from the project, the applicant may be required to pay for costs over and above the costs applicable for a normal installation.

C. The Customer will provide the Company upon request and without charge written permission for the placement of the Company's facilities on his property.

D. The Customer is responsible for providing satisfactory entrance to the building and space for mounting any necessary network protection equipment.

12.2.2 Temporary Service

Where plant construction is required to provide any temporary service or facility, or where it is necessary to place temporary construction in advance of permanent construction in order to meet the Customer's requirements, the Company may require the applicant to pay the nonrecoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

12.2 Special Construction (continued)

12.2.3 Service Provided to Movable Premises

A. When telephone service is provided to movable premises by means of aerial plant, the Customer shall provide a clearance pole if the Company considers it necessary. The clearance pole must comply with the Company's specifications. The Customer shall place, own and maintain the pole. However, if the Customer elects and the Company agrees, the Company will place, own and maintain the pole and bill the Customer the cost of placing the pole.

B. Where plant construction is required to provide any service or facility to a movable premises, and it is necessary to place temporary construction in advance of permanent construction to meet the Customer's requirements, the Company may require the applicant to pay the non-recoverable costs of the temporary construction or to contract for service beyond the initial period, or both.

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

12.2 Special Construction (continued)

12.2.4 Service to Residential and Commercial Developments

The construction charges, allowances and provisions previously specified in this section contemplate the extension of facilities into areas of normal growth and development. Where facilities are to be extended into new areas of residential or commercial real estate development which, in the Company's opinion, are of a promotional or speculative nature, the Company may require an advance payment equal to all or a portion of the costs of such construction, depending on the circumstances in each case. This advance payment will be payable prior to the start of construction.

A. The Company and the developer may enter into a contractual agreement that provides for the periodic refund of portions of the deposit as Customers in the development receive telephone service, and other terms of the contract are met. The contract will specify the estimated number of telephone Customers expected to receive service within the area and the time required to complete the project (not to exceed five years). The contract will provide that the construction charge be re-computed to reflect regular tariff allowances, design changes made by the developer, damage to telephone facilities by persons other than Company employees or agents or unusual construction requirements. Periodic refunds to the developer will be adjusted accordingly.

B. The applicant for telephone service to a development is required to provide the Company, at his own expense, the necessary easements for installation and maintenance of telephone facilities, clear the ground where facilities are to be installed according to Company specifications and request installation of telephone facilities at an appropriate time during construction of the project to avoid unnecessary costs to the Company.

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

12.2 Special Construction (continued)

12.2.5 Underground Service Connections

When a Customer requests that underground service connections be installed instead of aerial facilities which would ordinarily be used, or when aerial facilities are used to provide service, and the Customer subsequently requests that facilities be placed underground, the following regulations apply:

A. the Customer shall pay the cost on constructing and maintaining underground conduits which will be built according to Company specifications;

B. any ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use;

C. if a Customer requests that cable be installed in a trench, the trench shall be constructed and back filled under the Company's supervision at the Customer's expense;

D. the Company will maintain and replace cable installed in conduit where the Company has inspected and approved the conduit. The Company will repair or replace cable in conduit or trench necessitated by damage caused by the Customer or his representatives, only at the Customer's expense; and

E. the Company may replace existing aerial facilities with underground facilities in connection with planned projects or during its normal operations. If a Customer requests the removal and replacement of existing aerial facilities with underground facilities prior to the time of normal replacement, the Customer will be responsible for the expense incurred by the Company in making the replacement.

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

12.3 Special Service Arrangements

12.3.1 General

A. If a Customer's requirements cannot be met by regular service arrangements, the Company will provide, where practical, special service arrangements at charges equal to the estimated cost of furnishing such facilities. These special service arrangements will be provided if the provision of such arrangements are not detrimental to any other services furnished under the Company's tariffs.

B. If any type of qualifying special assembly device is subscribed to by more than three Customers, the Company shall file the offering as a general service offering in the appropriate tariff section.

12.0 - SPECIAL CONSTRUCTION OR ARRANGEMENTS (continued)

12.3 Special Service Arrangements (continued)

12.3.2. Rates

A. Rates for special service arrangements are equivalent to the estimated costs of furnishing the special service arrangements.

B. Estimated costs, which consist of an estimate of the total cost to the Company of providing the special service arrangement, may include the following:

1. cost of maintenance;
2. cost of operation;
3. depreciation on the estimated installed cost of any facilities used to provide the special service arrangement based on anticipated useful service life less estimated net salvage value;
4. general administration expenses, including taxes on the basis of average charges for these items;
5. any other item of expense associated with the particular special service arrangement; and
6. an amount, computed on the estimated installed cost of the facilities used to provide the special service arrangement, for return on investment.

C. The estimated installed cost described above will include the costs of equipment and materials provided or used, plus estimated labor costs, including the cost of installation, engineering, supervision, transportation, rights-of-way, in addition to other items chargeable to the capital accounts.

D. Special service arrangement rates are subject to revision depending on changing costs.

E. If and when a special service arrangement becomes a tariffed offering, the tariffed rate or rates will apply from the date of tariff approval.

F. The rates for special service arrangements may be monthly rental or termination agreement with or without an installation charge; or an installation charge only.

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

FOR Local Gateway Exchange
June 8, 2001

DOCKET NO. T-03883A-00-0366
DECISION #63492

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SECTION 1.0 - GENERAL TERMS/NEGOTIATED AGREEMENT

1.1 Intentionally Left Blank

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

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

1.4 Intentionally Left Blank

1.5 Qwest and CLEC mutually agree as follows:

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SECTION 2.0 - INTERPRETATION AND CONSTRUCTION

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

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

SECTION 3.0 - IMPLEMENTATION SCHEDULE

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, unbundled network elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to CLEC's execution of this Agreement. Thereupon, the Parties shall complete Qwest's "CLEC Questionnaire," and negotiate an Interconnection implementation schedule as it applies to CLEC's obtaining of Interconnection, unbundled network elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete Qwest's "CLEC Questionnaire." This questionnaire will then be used to:

Determine geographical requirements;
Identify CLEC Identification Codes;
Determine Qwest system requirements to support CLEC's specific activity;
Collect credit information;
Obtain billing information;
Create summary bills;
Establish input and output requirements;
Create and distribute Qwest and CLEC contact lists; and
Identify CLEC hours and holidays.

3.3 Prior to placing any orders for services under this Agreement, the Parties will finalize an Interconnection implementation schedule. Subject to the terms and conditions of this Agreement, each Party shall exercise reasonable efforts to adhere to the Interconnection implementation schedule.

SECTION 4.0 - DEFINITIONS

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

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

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

4.4 "Application Date" or "APP" means the date CLEC provides Qwest a firm commitment and sufficient information to provide service.

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

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

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

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

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

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

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

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

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

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

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

4.13 "Commission" means the Arizona Commission

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

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

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

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

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

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

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

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

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

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

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

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

4.26 "Interconnect & Resale Resource Guide" (IRRG) is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that CLEC shall not be held to the requirements of the IRRG. The IRRG is available on Qwest's Web site: http://www.qwest.com/wholesale/pcat/interconnection.html.

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

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

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

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

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

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

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

4.34 "Local Loop Transmission" or "Loop" or "Unbundled Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an end user's premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

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

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

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

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

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

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

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

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

4.43 "Party" means either Qwest or CLEC and "Parties" means Qwest and CLEC.

4.44 "Plant Test Date" or "PTD" means the date acceptance testing is performed with CLEC.

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

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

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

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

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

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

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

fiber distribution panel and the central office fiber distribution panel serving CLEC) are complete and with a particular Rate Center. APOT/CFA are complete, telephone service, and other services and facilities ordered by CLEC for provisioning by the RFS date.

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

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

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

4.52 "Scheduled Issued Date" or "SID" means the date the order is entered into Qwest's order distribution system.

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

4.54 "Serving Wire Center" denotes the Wire Center from which dial tone for local Exchange Service would normally be provided to a particular customer premises.

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

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

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

4.58 "Tariff" as used throughout this Agreement refers to Qwest interstate Tariffs and state Tariffs, price lists, price schedules and catalogs.

4.59 "Telecommunications Carrier" means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a common carrier under the Act only to the extent that it is engaged in providing

Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.

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

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

4.62 "UNE Combination" means a combination of unbundled network elements provided for in this Agreement.

4.63 "Wire Center" denotes a building or space within a building that serves as an aggregation point on a given carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.

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

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

SECTION 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

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

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

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

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

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

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

5.2 Term of Agreement

5.2.1 This Agreement shall become effective upon Commission approval, pursuant to Sections 251 and 252 of the Act. This Agreement shall be binding upon the Parties upon the Effective Date and for a term of two (2) years and shall terminate on August 8, 2003.

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

5.2.2.1 Prior to the conclusion of the two (2) year term specified above, CLEC may obtain Interconnection services under the terms and conditions of a then-existing Agreement to become effective at the conclusion of the two-year term.

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5.3 Proof of Authorization

5.3.1 Where so indicated in specific sections of this Agreement, each Party shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"). POA shall consist of documentation of the end user's selection of its local service provider. Such selection may be obtained in the following ways:

5.3.1.1 The end user's written Letter of Authorization.

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

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

5.3.2 The Parties shall make POAs available to each other upon request. in accordance with applicable laws and rules. Unless prohibited by applicable laws or regulations, a charge equal to the amount of the Customer Transfer Charge as reflected on Exhibit A ("slamming charge") will be assessed if the POA cannot be provided supporting the change in service provider. If there is a conflict between the end user designation and the other Party's written evidence of its authority, the Parties shall honor the designation of the end user and change the end user back to the previous service provider.

5.4 Payment

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

5.4.2 Qwest may discontinue processing orders for the failure of CLEC to make full payment, less any disputed amount as provided for in this Section, for the services provided under this Agreement within thirty (30) days of the due date on CLEC's bill. Qwest will notify CLEC in writing at least ten (10) days prior to discontinuing the processing of orders. If Qwest does not refuse to accept additional orders on the date specified in the ten (10) days notice, and CLEC's non-compliance continues, nothing contained herein shall preclude Qwest's right to refuse to accept additional orders from the noncomplying CLEC without further notice. For order processing to resume, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest may require a deposit (or additional deposit) from CLEC, pursuant to this Section.

5.4.3 Qwest may disconnect any and all services for failure by CLEC to make full payment, less any disputed amount as provided for in this Section of this Agreement, for the services provided under this Agreement within sixty (60) days of the due date on CLEC's bill. CLEC will pay the Tariff charge required to reconnect each resold end user line disconnected pursuant to this paragraph. Qwest will notify CLEC in writing at least ten (10) business days prior to disconnection of the service(s). In case of such disconnection, all applicable charges, including termination charges, shall become due. If Qwest does not disconnect CLEC's service(s) on the date specified in the ten (10) days notice, and CLEC's noncompliance continues, nothing contained herein shall preclude Qwest's right to disconnect any or all services of the noncomplying CLEC without further notice. For reconnection of service to occur, CLEC will be required to make full payment of all past and current charges. Additionally, Qwest

will request a deposit (or additional deposit) from CLEC, pursuant to this Section. Qwest agrees, however, that the application of this provision will be suspended for the initial three (3) billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles.

5.4.4 Should CLEC or Qwest dispute, in good faith, any portion of the monthly billing under this Agreement, the Parties will notify each other in writing within thirty (30) calendar days of the receipt of such billing, identifying the amount, reason and rationale of such dispute. At a minimum, CLEC and Qwest shall pay all undisputed amounts due. Both CLEC and Qwest agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies.

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

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

5.4.5 Qwest will determine CLEC's credit status based on previous payment history with Qwest or credit reports such as Dun and Bradstreet. If CLEC has not established satisfactory credit with Qwest or if CLEC is repeatedly delinquent in making its payments, Qwest may require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means any payment received thirty (30) calendar days or more after the due date, three (3) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a surety if allowed by the applicable Commission rules, regulations or Tariffs, bond, a letter of credit with terms and conditions acceptable to Qwest, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within ten (10) calendar days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to CLEC's account or refunded, as appropriate, upon the earlier of the two year term or the establishment of satisfactory credit with Qwest, which will generally be one full year of timely payments in full by CLEC. The fact that a deposit has been made does not relieve CLEC from any requirements of this Agreement.

5.4.7 Qwest may review CLEC's credit standing and modify the amount of deposit required.

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

5.4.9 CLEC agrees to inform end-user in writing of pending disconnection by CLEC to allow end user to make other arrangements for telecommunications services.

5.5 Taxes

5.5.1 Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied.

5.6 Insurance

5.6.1 CLEC shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of B+XIII.

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

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

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

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

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

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

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (collectively, a "Force Majeure Event"). The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a day to day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

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

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

5.8.3 Except for indemnity obligations, or as otherwise set forth in this Section, each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance of services or functions provided under this Agreement, whether in contract or in tort, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed, including without limitation direct damages for loss of or damaged to the CLEC's collocated equipment located within the Collocation space.

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

5.8.5 Nothing contained in this Section shall limit either Party's obligations of indemnification as specified in the Indemnity Section of this Agreement.

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

5.9 Indemnity

5.9.1 With respect to third party claims, the Parties agree to indemnify each other as follows:

5.9.1.1 Except for claims made by end users of one Party against the other Party, which claims are based on defective or faulty services provided by the other Party to the one Party, each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnity") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated including, but not limited to, costs and attorneys' fees, whether suffered, made, instituted, or asserted by any other party or person, for invasion of privacy, personal injury to or death of any person or persons, or for loss, damage to, or destruction of property, whether or not owned by others, resulting from the indemnifying Party's performance, breach of applicable law, or status of its employees, agents and subcontractors; or for failure to perform under this Agreement, regardless of the form of action.

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

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

5.9.1.4 For purposes of this Section, where the Parties have agreed to provision line sharing using a POTS splitter: "claims made by end users or customers of one Party against the other Party" refers to claims relating to the provision of DSL services made against the Party that provides voice services, or claims relating to the provision of voice service made against the Party that provides DSL services; and "immediate provider of the Telecommunications Service to the end user or customer" refers to the Party that provides DSL service for claims relating to DSL services, and to the Party that

provides voice service for claims relating to voice services. For purposes of this Section, "customer" refers to the immediate purchaser of the telecommunications service, whether or not that customer is the ultimate end user of that service.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

5.9.2.2 The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.

5.9.2.3 In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party.

5.10 Intellectual Property

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

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

5.10.3 As a condition to the access or use of patents, copyrights, trade secrets and other intellectual property (including software) owned or controlled by a third party to the extent necessary to implement this Agreement or specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to telecommunications facilities and services, the Party providing access may require the other, upon written notice, from time to time, to obtain a license or permission for such access or use, make all payments in connection with obtaining such license, and provide evidence of such license.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party

may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its affiliates without execution of a separate agreement between the Parties.

5.10.5 Neither Party shall without the express written permission of the other Party, state or imply that: 1) it is connected, or in any way affiliated with the other or its affiliates; 2) it is part of a joint business association or any similar arrangement with the other or its affiliates; 3) the other Party and its affiliates are in any way sponsoring, endorsing or certifying it and its goods and services; or 4) with respect to its marketing, advertising or promotional activities or materials, the resold goods and services are in any way associated with or originated from the other or any of its affiliates. Nothing in this paragraph shall prevent either Party from truthfully describing the network elements it uses to provide service to its end users, provided it does not represent the network elements as originating from the other Party or its affiliates in any marketing, advertising or promotional activities or materials.

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

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

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

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

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

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

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

5.10.7 CLEC acknowledges the value of the marks "Qwest" (the "Mark") and the goodwill associated therewith and acknowledges that such goodwill is a property right belonging to Qwest Communications International Inc. (the "Owner"). CLEC recognizes that nothing contained in this Agreement is intended as an assignment or grant to CLEC of any right, title or interest in or to the Marks and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks and is not assignable. CLEC will do nothing inconsistent with the Owner's ownership of the Marks, and all rights, if any that may be

acquired by use of the Marks shall inure to the benefit of the Owners. CLEC will not adopt, use (other than as authorized herein), register or seek to register any mark anywhere in the world which is identical or confusingly similar to the Marks or which is so similar thereto as to constitute a deceptive colorable imitation thereof or to suggest or imply some association, sponsorship, or endorsement by the Owners. The Owners make no warranties regarding ownership of any rights in or the validity of the Marks.

5.11 Warranties

5.11.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate affiliate or an entity under its common control; however, if CLEC's assignee or transferee has an Interconnection agreement with Qwest, no assignment or transfer of this Agreement shall be effective without the prior written consent of Qwest. Such consent shall include appropriate resolutions of conflicts and discrepancies between the assignee's or transferee's Interconnection agreement and this Agreement. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

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

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either

Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

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

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

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

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

a) was at the time of receipt already known to the receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the disclosing Party; or

b) is or becomes publicly known through no wrongful act of the receiving Party; or

c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the disclosing Party with respect to such information; or

d) is independently developed by an employee, agent, or contractor of the receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or

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

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

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

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

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

5.17 Survival

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

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the

ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with the dispute resolution process set forth in this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith.

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

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

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

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

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with the terms of the Act and the State law of Arizona. It shall be interpreted solely in accordance with the terms of the Act and the State law of Arizona.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any environmental hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers,

directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any environmental hazard that the indemnifying Party, its contractors or agents introduce to the work locations or (ii) the presence or release of any environmental hazard for which the indemnifying Party is responsible under applicable law.

5.21 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 Corporation
Director Interconnection
1801 California, Room 2410
Denver, CO 80202

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

and to CLEC at the address shown below:
Local Gateway Exchange
Charles G. Taylor Jr.
700 N. Pearl , Suite 200
Dallas, TX 75201
Phone: 214-303-0001

5.22 Responsibility of Each Party

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

5.23 No Third Party Beneficiaries

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

5.24 Referenced Documents

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

5.25 Publicity

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

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

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

facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

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

5.30 Amendments

5.30.1 When this document is being used as an Interconnection agreement, it can only be amended in writing, executed by the duly authorized representatives of the Parties.

5.31 Entire Agreement

5.31.1 This Agreement constitutes the entire agreement between Qwest and CLEC and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

5.32 Pick and Choose

5.32.1 The Parties agree to comply with Section 252(i) of the Act, and rules promulgated thereunder.

SECTION 6.0 – RESALE

6.1 Description

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

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

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

6.2 Terms and Conditions

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

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

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

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

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

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

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Exchange Service line resold by CLEC whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail end user.

6.2.2.5 Non-Telecommunications Services, such as inside wiring and maintenance, calling cards and CPE, are not available for resale.

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and information services other than voice messaging are not available for resale.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail end user that early terminates a CSA, including payment of any early termination charges.

6.2.2.8 Grandfathered services are available for resale by CLEC to existing end users of the grandfathered product or service.

6.2.2.9 Centrex terms and conditions related to calculation of charges for, and provisioning of common blocks, station lines and optional features will be based on the Centrex definition of a system and CLEC's serving location.

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for a single CLEC within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. CLEC may purchase multiple common blocks within a single Central Office switching system when CLEC requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. CLEC with multiple common blocks within the same Central Office switch may have Network Access Register and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving CLEC's location. A location is defined as the site where Qwest facilities (cable plant from the serving Central Office switch) meet CLEC facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single point of Interconnection with CLEC facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate CLEC facilities termination point is considered a location. CLEC with multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC

and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Centrex CLEC system to a single CLEC serving location for rating purposes. CLEC may not specify a Central Office as CLEC's location for the termination of Centrex station lines.

6.2.2.10 Private line service used for Special Access is available for resale but not at a discount.

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to CLEC for its own use and not resold to end users must be identified by CLEC as such, and CLEC will pay Qwest retail prices for such services.

6.2.3 Qwest shall provide to CLEC Telecommunications Services for resale that are at least equal in quality and in substantially the same time and manner that Qwest provides these services to itself, its subsidiaries, its affiliates, other resellers, and Qwest's retail end users. Qwest shall also provide resold services to CLEC in accordance with the Commission's retail service quality requirements, if any. Qwest further agrees to reimburse CLEC for credits or fines and penalties assessed against CLEC as a result of Qwest's failure to provide service to CLEC, subject to the understanding that any payments made pursuant to this provision will be an offset and credit toward any other penalties voluntarily agreed to by Qwest as part of a performance assurance plan, and further subject to the following provisions:

6.2.3.1 Qwest shall provide service credits to CLEC for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

6.2.3.1.1 Qwest's service credits to CLEC shall be subject to the wholesale discount;

6.2.3.1.2 Qwest shall only be liable to provide service credits in accordance with the resold services provided to CLEC. Qwest is not required to provide service credits for service failures that are the fault of the CLEC;

6.2.3.1.3 Qwest shall not be liable to provide service credits to CLEC if CLEC is not subject to the Commission's service quality requirements;

6.2.3.1.4 Qwest shall not be liable to provide service credits to CLEC if CLEC does not provide service quality credits to its end users.

6.2.3.1.5 In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest end user under the service quality requirements, less any wholesale discount applicable to CLEC's resold services.

6.2.3.1.5 In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.3.2 Fines and Penalties --- Qwest shall be liable to pay to CLEC fines and penalties for resold services in accordance with the Commission's retail service requirements that apply to Qwest retail services, if any. Such credits shall be limited in accordance with the following:

6.2.3.2.1 Qwest's fines and penalties paid to CLEC shall be subject to the wholesale discount;

6.2.3.2.2 Qwest shall only be liable to provide fines and penalties in accordance with the resold services provided to CLEC. Qwest is not required to pay fines and penalties for service failures that are the fault of the CLEC;

6.2.3.2.3 Qwest shall not be liable to provide fines and penalties to CLEC if CLEC is not subject to the Commission's fine and penalty requirements for service quality;

6.2.3.2.4 In no case shall Qwest's fines and penalties to CLEC exceed the amount Qwest would pay the Commission under the service quality plan, less any wholesale discount applicable to CLEC's resold services.

6.2.3.2.5 In no case shall Qwest be required to provide duplicate reimbursement or payment to CLEC for any service quality failure incident.

6.2.4 In the event that there are existing agreements between CLEC and Qwest for resale under Qwest retail Tariff discounts, CLEC may elect to continue to obtain services for resale under the existing agreements and retail Tariff discounts, or CLEC may elect to terminate such existing agreements and obtain such services by adopting this Agreement pursuant to the General Terms of this Agreement. If CLEC so adopts this Agreement, the associated wholesale discount specified in Exhibit A of this Agreement will apply.

6.2.5 [Reserved for future use]

6.2.6 The Parties may not reserve blocks of telephone numbers except as allowed by applicable law or regulation.

6.2.7 Qwest will accept at no charge one primary white pages directory_listing for each main telephone number belonging to CLEC's end user based on end user information provided to Qwest by CLEC. Qwest will place CLEC's end users' listings in Qwest's directory assistance database and will include such listings in Qwest's directory assistance service. Additional terms and conditions with respect to directory listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

6.2.8 Qwest shall provide to CLEC, for CLEC's end users, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user information for listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide CLEC's end user information to the Automatic Location Identification/Database Management System ("ALI/DMS"). Qwest shall use its standard process to update and maintain CLEC's end user

service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail end users. Qwest assumes no liability for the accuracy of information provided by CLEC.

6.2.9 If Qwest provides and CLEC accepts Qwest's directory assistance service or operator services for CLEC's resold local Exchange Service lines, IntraLATA, such directory assistance and operator services may be provided with branding as provided in the Ancillary Services Section of this Agreement.

6.2.10 CLEC shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its end users for InterLATA and IntraLATA services. CLEC and Qwest shall follow all applicable laws, rules and regulations with respect to PIC changes. Qwest shall disclaim any liability for CLEC's improper InterLATA and IntraLATA PIC change requests, and CLEC shall disclaim any liability for Qwest's improper InterLATA (when applicable) and IntraLATA PIC change requests.

6.2.11 When end users switch from Qwest to CLEC, or to CLEC from any other Reseller and if they do not change their service address to an address served by a different central office, such end users shall be permitted to retain their current telephone numbers if they so desire.

6.2.12 In the event Qwest terminates the provisioning of any resold services to CLEC for any reason CLEC shall be responsible for providing any and all necessary notice to its end users of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end users. Qwest will provide notice to CLEC of Qwest's termination of a resold service on a timely basis consistent with Commission rules and notice requirements.

6.2.13 The underlying network provider of a resold service shall be entitled to receive, from the purchaser of Switched Access, the appropriate access charges pursuant to its then effective Switched Access Tariff.

6.2.14 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if CLEC requests that facilities be constructed or enhanced to provide resold services, Qwest will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service as set forth in Qwest's Exchange and Network Services Tariff and Commission rules. Under such circumstances, Qwest will develop and provide to CLEC a price quote for the construction. Construction charges associated with resold services will be applied in the same manner that construction charges apply to Qwest retail end users. If the quote is accepted by CLEC, CLEC will be billed the quoted price and construction will commence after receipt of payment.

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail Tariff, Price List, Catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

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6.3.2 The Customer Transfer Charges (CTC) as specified in Exhibit A apply when transferring services to CLEC.

6.3.3 A Subscriber Line Charge (SLC), or any subsequent federally mandated charge to end users, will continue to be paid by CLEC without discount for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC as found in the applicable Tariffs also apply.

6.3.4 CLEC will pay to Qwest the Primary Interexchange Carrier ("PIC") change charge without discount for CLEC end user changes of interexchange or IntraLATA carriers. Any change in CLEC's end users' interexchange or IntraLATA carrier must be requested by CLEC on behalf of its end user, and Qwest will not accept changes to CLEC's end users' interexchange or IntraLATA carrier(s) from anyone other than CLEC.

6.3.5 CLEC agrees to pay Qwest when its end user activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace) subject to the applicable discount in Exhibit A as such may be amended pursuant to this Section. With respect to all such charges, Qwest shall provide CLEC with sufficient information to enable CLEC to bill its end users.

6.3.6 Miscellaneous charges applicable to services ordered for resale by CLEC will apply if such miscellaneous charges apply for equivalent services ordered by Qwest retail end users, except that CLEC will receive any applicable wholesale discount. Such miscellaneous charges include charges listed in the applicable Tariff.

6.3.7 If the Commission orders additional services to be available for resale, Qwest will revise Exhibit A to incorporate the services added by such order into this Agreement, effective on the date ordered by the Commission. If the Commission indicates those additional services must be available for resale at wholesale discount rates, those additional services will be added to this Agreement at the original Agreement wholesale discount rate.

6.3.8 Qwest shall timely bill new or changed Commission-ordered resale rates or charges using the effective date for such rates or charges as ordered by the Commission. If Qwest bills CLEC amounts different from new or changed rates or charges after the effective date of such rates or charges, Qwest shall make appropriate bill adjustments or provide appropriate bill credits on CLEC's bill(s).

6.3.9 If rates for services resold by CLEC under this Agreement change, based on changes in Qwest's Tariffs, Catalogs, Price Lists or other retail Telecommunications Services offerings, charges billed to CLEC for such services will be based upon the new Tariff, Catalogs, Price Lists, or other retail Telecommunications Services offerings rates less the applicable wholesale discount, if any, as agreed to herein or as established by Commission order. The new rate will be effective upon the effective date of the Tariff, Catalog, Price List, or other retail Telecommunications Services offerings.

6.3.10 Product-specific nonrecurring charges as set forth in [Qwest's] applicable Tariffs, Catalogs, Price Lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at CLEC's request for use by CLEC's end users. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

6.4.1 CLEC, or CLEC's agent, shall act as the single point of contact for its end users' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end users that they are end users of CLEC for resold services. CLEC's end users contacting Qwest in error will be instructed to contact CLEC; and Qwest's end users contacting CLEC in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end users who call the other Party.

6.4.2 CLEC shall transmit to Qwest all information necessary for the ordering (billing, listing and other information), installation, repair, maintenance and post-installation servicing according to Qwest's standard procedures, as described in the Qwest Interconnect & Resale Resource Guide available on Qwest's public web site located at http://www.qwest.com/wholesale/. Information shall be provided using Qwest's designated Local Service Request (LSR) format, which may include the LSR, end user and resale forms.

6.4.3 Qwest will use the same performance standards and criteria for installation, provisioning, maintenance, and repair of services provided to CLEC for resale under this Agreement as Qwest provides to itself, its affiliates, its subsidiaries, other resellers, and Qwest retail end users. The installation, provisioning, maintenance, and repair processes for CLEC's resale service requests are detailed in the Support Functions Section of this Agreement, and are applicable whether CLEC's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 CLEC is responsible for providing to Qwest complete and accurate end user listing information including initial and updated information for directory assistance service, white pages directories, and E911/911 Emergency Services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for directory assistance service, white pages directories, and E911/911 Emergency Services.

6.4.5 If Qwest's retail end user, or the end user's new local service provider orders the discontinuance of the end user's existing Qwest service in anticipation of end user moving to a new local service provider, Qwest will render its closing bill to the end user, discontinuing billing as of the date of the discontinuance of Qwest's service to the end user. If a CLEC that currently provides resold service to an end user, or if end user's new local service provider, orders the discontinuance of existing resold service from CLEC, Qwest will bill the existing CLEC for service through the date end user receives resold service from the existing CLEC. Qwest will notify CLEC by Operational Support System interface, facsimile, or by other agreed-upon processes when an end user moves from one CLEC to a different local service provider. Qwest will not provide CLEC with the name of the other local service provider selected by the end user.

6.4.6 CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution and repair of the resold services. These points of contact will be identified for both CLEC and Qwest in the event special attention is required on a service request.

6.4.7 Prior to placing orders on behalf of the end user, CLEC shall be responsible for obtaining and having in its possession Proof of Authorization ("POA"), as set forth in the Proof of Authorization Section of this Agreement

6.4.8 Due date intervals for CLEC's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to CLEC shall be equivalent to intervals provided by Qwest to itself, its affiliates, its subsidiaries, other resellers, and to Qwest's retail end users.

6.5 Billing

6.5.1 Qwest shall bill CLEC and CLEC shall be responsible for all applicable charges for the resold services as provided herein. CLEC shall also be responsible for all Tariffed, Cataloged, Price Listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that CLEC resells to an end user under this Agreement.

6.5.2 Qwest shall provide CLEC, on a monthly basis, within seven (7) to ten (10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format as detailed in the Access to Operational Support Systems Section of this Agreement, billing information including (1) a summary bill, and (2) individual end user sub-account information consistent with the samples available for CLEC review.

6.6 Maintenance and Repair

6.6.1 Qwest will maintain its facilities and equipment used to provide CLEC resold services. CLEC or its end users may not rearrange, move, disconnect or attempt to repair Qwest's facilities or equipment, including facilities or equipment that may terminate or be located at the CLEC's end user's premises, other than by connection or disconnection to any interface between Qwest and the end user's facilities, without the written consent of Qwest.

6.6.2 Maintenance and repair procedures are detailed in the Access to Operational Support Systems of this Agreement. Access to telephone numbers and dialing parity are discussed in Access to Telephone Numbers Section and Local Dialing Parity Section of this Agreement.

6.6.3 CLEC and Qwest will employ the procedures for handling misdirected repair calls as specified in the Support Functions Section of this Agreement.

SECTION 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any technically feasible point within its network, including but not limited to, (i) the line-side of a local switch (i.e., local switching); (ii) the trunk side of a local switch, (iii) the trunk connection points for a tandem switch, (iv) central office cross-connection points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to unbundled network elements. The Unbundled Network Elements Section of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in the Interconnection Section of this Agreement. "Interconnection" is as described in the Act and refers to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic and exchange access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting end office switches to end office switches or end office switches to local or access tandem switches for the exchange of Exchange Service (EAS/Local traffic); or end office switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Qwest tandem to CLEC tandem switch connections will be provided where technically feasible. Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest access tandem switch connections are not provided.

7.1.1.1 Qwest will provide to CLEC Interconnection at least equal in quality to that provided to itself, to any subsidiary, affiliate, or any other party to which it provides Interconnection. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA the CLEC has local customers. The Parties shall establish, through negotiations, at least one of the following Interconnection arrangements : (1) a DS1 or DS3 Qwest provided entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) Other technically feasible methods of Interconnection.

7.1.2.1 Entrance Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility. An entrance facility extends from the Qwest Serving Wire Center to CLEC's switch location or POI. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when CLEC uses such Private Line Transport service for multiple services. Entrance Facilities may not be used for

Interconnection with unbundled network elements.

7.1.2.2 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in the Collocation Section of this Agreement. When Interconnection is provided through the Collocation provisions of the Collocation Section of this Agreement, the Expanded Interconnection Channel Termination (EICT) rate elements, as described in the Interconnection Section and Exhibit A of this Agreement will apply.

7.1.2.3 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. A Mid-Span Meet POI shall not be used by CLEC to access unbundled network elements. These Mid Span Meet POIs will consist of facilities used for the provisioning of one or two way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trucks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating CLEC traffic.

7.1.2.3.1. The Mid-Span Fiber Meet architecture requires each party to own its equipment on its side of the Point of Interconnection (POI). CLECs may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not technically feasible to where the parties disagree on midpoint location.

7.1.2.3.2. In a Mid-Span Fiber Meet the Parties agree to establish technical interface specifications for Fiber Meet arrangements that permit the successful Interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The CLEC is responsible for providing at its location the Fiber Optic Terminal ("FOT") equipment, multiplexing, and fiber required to terminate the optical signal provided by Qwest. Qwest is responsible for providing corresponding FOT(s), multiplexing, and fiber required to terminate the optical signal provided by CLEC

7.1.2.3.3. The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

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7.1.2.5 Qwest agrees to provide local Interconnection trunk diversity to the same extent it does so in Qwest's local network.

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section addresses the exchange of traffic between CLEC's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

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

7.2.1.2.1 EAS/Local Exchange Service (EAS/Local) traffic as defined in this Agreement.

7.2.1.2.2 IntraLATA Toll Exchange Access (IntraLATA Toll) traffic as defined in this Agreement.

7.2.1.2.3 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Jointly Provided Switched Access is associated with Meet-Point-Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and access tandem provider, to CLEC to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless carrier), which is connected to Qwest's local or

access tandems. To the extent that CLEC's switch functions as a local or access tandem switch, as defined in this Agreement, CLEC may also provide transit service to Qwest.

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

7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic

7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).

7.2.2.1.2 As negotiated between the Parties, the transport of Exchange Service (EAS/Local) traffic may occur in several ways:

7.2.2.1.2.1 One-way or two-way trunk groups may be established. However, if either Party elects to provision its own one-way trunks for delivery of Exchange Service (EAS/Local) traffic to be terminated on the other Party's network, the other Party must also provision its own one-way trunks to the extent that traffic volumes warrant.

7.2.2.1.2.2 CLEC may purchase transport services from Qwest or from a third party, including a third party that has leased the Private Line Transport Service facility from Qwest. Such transport provides a transmission path for the LIS trunk to deliver the originating Party's Exchange Service EAS/Local Traffic to the terminating Party's end office or tandem for call termination. Transport may be purchased from Qwest as tandem routed (i.e., tandem switching, tandem transmission and direct trunked transport) or direct routed (i.e., direct trunked transport). This Section is not intended to alter either Party's obligation under Section 251(a) of the Act.

7.2.2.1.3 When either Party utilizes the other Party's tandem switch for the exchange of local traffic, where there is a DS1's worth of traffic (512 CCS) between the originating Party's end office switch delivered to the other Party's tandem switch for delivery to one of the other Party's end office switches, the originating Party will order a direct trunk group to the other Party's end office. To the extent that CLEC has established a Collocation arrangement at a Qwest end office location, and has available capacity, CLEC may, at its sole option, provide two-way direct trunk facilities from that end office to CLEC's switch.

7.2.2.1.4 LIS ordered to a tandem will be provided as Direct Trunked Transport between the Serving Wire Center of CLEC's POI and the tandem. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply

to the transport provided from the tandem to Qwest's end office.

7.2.2.1.5 If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will construct facilities to a mid-point of the span

7.2.2.1.6 Regardless of the number of location routing numbers (LRNs) used by CLEC in a LATA, Qwest will route traffic destined for CLEC customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest tandem.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

7.2.2.2.1 Exchange Access (IntraLATA Toll) traffic shall be delivered to Qwest at the access tandem or via separate trunks to Qwest's end office(s), as designated by CLEC.

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. For purposes of the Agreement, Transit Traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

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.

7.2.2.4 Jointly Provided Switched Access. The Parties will use industry standards developed to handle the provisioning and billing of jointly provided switched access (MECAB, MECOD, and the Parties' FCC and state access Tariffs). Each Party will bill the IXC the appropriate portion of its Switched Access rates. Qwest will also provide the one-time notification to CLEC of the billing name, billing address and carrier identification codes of the IXCs subtending any access tandems to which CLEC directly connects. This type of traffic is discussed separately in this Section.

7.2.2.5 Interface Code Availability. Supervisory signaling specifications, and the applicable network channel interface codes for LIS trunks can be found in the Qwest Technical Publication for Local Interconnection Service 77398.

7.2.2.6 Switching Options.

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out-of-Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in the Unbundled Network Elements Section of this Agreement; (b) as defined in the Qwest FCC Tariff #5 (Section 20); or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

7.2.2.6.2 Clear Channel Capability. Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for LIS trunks equipped with SS7 Out-of-Band Signaling. 64CCC must be requested on the order for the new LIS trunks. Qwest will provide CLEC with a listing of Qwest switches fully capable of routing 64CCC traffic through the Qwest website: http://www.qwest.com/disclosures. Where available to Qwest, Qwest will provide CLEC with the same 64CCC on an alternate route or if necessary via an overlay network.

7.2.2.6.3 MF Signaling. Interconnection trunks with MF signaling may be ordered by CLEC if the Qwest Central Office Switch does not have SS7 capability.

7.2.2.7 Measurement of terminating Local Interconnection Service (LIS) minutes begins when the terminating LIS entry switch receives answer supervision from the called end user's end office indicating the called end user has answered. The measurement of terminating call usage over LIS trunks ends when the terminating LIS entry switch receives disconnect supervision from either the called end user's end office, indicating the called end user has disconnected, or CLEC's Point of Interconnection, whichever is recognized first by the entry switch. This is commonly referred to as "conversation time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by end office and rounded to the nearest whole minute.

7.2.2.8 LIS Forecasting

7.2.2.8.1 Both CLEC and Qwest shall work in good faith to define a mutually agreed upon forecast of LIS trunking.

7.2.2.8.2 Both Parties shall have the obligation to participate in joint planning meetings at quarterly intervals to establish trunk design and provisioning requirements. The Parties agree to provide mutual trunk forecast information t ensure end user call completion between the Parties' networks.

Such forecasts shall be for LIS trunking, which impacts the switch capacity and facilities of each Party.

7.2.2.8.3 Switch capacity growth requiring the addition of new switching modules may require six months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast timelines, as defined in the standard Qwest LIS Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize CLEC forecasts to ensure availability of switch capacity.

7.2.2.8.4 Each Party will utilize the Forecast cycle outlined on the Qwest LIS Trunk Forecast Forms, which stipulates that forecasts be submitted on a quarterly basis. The forecast will identify trunking requirements for a two (2) year period. From the quarterly close date as outlined in the forecast cycle, the receiving Party will have one month to determine network needs and place vendor orders which may require a six (6) month interval to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the CLEC forecast. After the initial forecast, Qwest will ensure that capacity is available to meet CLECs' needs. For ordering information see the Interconnection Section of this Agreement.

7.2.2.8.5 Both Parties will follow the forecasting and provisioning requirements of this Agreement for the appropriate sizing of trunks, and use of direct end office vs. tandem routing.

7.2.2.8.6 LIS Forecasting Deposits: In the event of a dispute regarding forecast quantities, where in each of the preceding 18 months, trunks-required is less than 50% of forecast, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.6.1 In the event of a dispute regarding forecast quantities, Qwest will make capacity available in accordance with the higher forecast if CLEC provides Qwest with a deposit according to the following terms. As to the difference between the lower and higher forecast, Qwest reserves the right to require, prior to construction, a refundable deposit of up to one hundred percent (100%) of the estimated cost to provision the new trunks, if CLEC's trunk utilization over the prior eighteen (18) months is less than fifty percent (50%) of forecast each month. Qwest will return the deposit if CLEC's state-wide average trunk forecast to trunk usage (utilization) ratio exceeds fifty percent (50%) within six (6) months of the forecasting period to which the deposit applies. If CLEC does not achieve the fifty percent (50%) utilization within six (6) months, Qwest will retain a pro-rata portion of the deposit to cover its capital cost of provisioning. In the event Qwest does not have available facilities to provision Interconnection trunking orders that CLEC forecasted and for which CLEC provided a deposit, Qwest will immediately refund a pro rata portion of the deposit associated with its facility shortfall. Ancillary trunk groups, such as mass calling, are excluded from the ratio.

7.2.2.8.6.2 Reserved for Future Use

7.2.2.8.7 Joint planning meetings will be used to bring clarity to the process. Each Party will provide adequate information associated with the Qwest LIS Trunk Forecast Forms in addition to its forecasts. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Qwest shall provide CLEC a report reflecting then current spare capacity at each Qwest switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. CLEC will be provided Interconnection trunk group data on its own trunks. The information is proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 In addition to the above information, CLEC shall provide:

7.2.2.8.8.1 Completed Qwest LIS Trunk Forecast Forms; and

7.2.2.8.8.2 Any planned use of an alternate tandem provider.

7.2.2.8.9 In addition to the above information, the following information will be available through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site located at http://www.uswest.com/cgi-bin/iconn/iconn.pl.

7.2.2.8.9.1 Qwest Tandems and Qwest end offices (LERG);

7.2.2.8.9.2 CLLI codes (LERG);

7.2.2.8.9.3 Business/Residence line counts (ICONN);

7.2.2.8.9.4 Switch type (LERG or ICONN); and

7.2.2.8.9.5 Current and planned switch generics (ICONN).

7.2.2.8.10 Qwest Network Disclosure of deployment information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) shall be provided on Qwest's web site, http://www.qwest.com/disclosures.

7.2.2.8.11 When appropriate, Qwest will notify CLEC through the Qwest Trunk Group Servicing Request (TGSR) process of the need to take action and place orders in accordance with the forecasted trunk requirements. CLEC shall respond to the TGSR within ten (10) business days of receipt.

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 CLEC forecasts shall be provided to Qwest as detailed in the standard Trunk Forecast Form;

7.2.2.8.12.2 CLEC forecasts provided to Qwest and forecasting information disclosed by Qwest to CLEC shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in this Section.

7.2.2.8.12.3 The Parties may disclose, on a need to know basis only, CLEC forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in the Parties' retail marketing, sales or strategic planning. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a nondisclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law.

7.2.2.8.12.4 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection above and such that no other personnel have computer access to such information.

7.2.2.8.13 If a trunk group is consistently utilized at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group or provide Qwest with its reasons for maintaining excess capacity within thirty (30) calendar days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the CLEC-assigned trunk group with less than twenty five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Intentionally Left Blank

7.2.2.8.15 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in the Construction Charges Section of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that CLEC alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) calendar days of notifying CLEC in writing that it will not construct the requested facilities, or within ten (10) calendar days of notice from CLEC in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall

be relieved of its obligation of constructing such facilities during the pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and CLEC will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and CLEC may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate CLEC forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

7.2.2.9.1 The Parties will provide designed Interconnection facilities that meet the same technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards, state requirements and standards provided for in the ROC and incorporated herein by reference.

7.2.2.9.1.1 Qwest shall provide to CLEC monthly reports on all Interconnection trunk groups and quarterly reports on all interoffice trunk groups carrying EAS/local traffic between Qwest tandem switches and Qwest end office switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Reserved for Future Use.

7.2.2.9.3 Separate trunk groups may be established based on billing, signaling, and network requirements. The following is the current list of traffic types that require separate trunk groups, unless specifically otherwise stated in this Agreement.

a) Directory Assistance trunks (where the switch type requires separation from Operator Services trunks);

b) 911/E911 trunks;

c) Operator Services trunks (where the switch type requires separation from Directory Assistance trunks)

d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/local), Exchange Access (IntraLATA toll carried solely by Local Exchange Carriers) Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) may be combined in a single LIS trunk group. Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group,

i.e. EAS/Local may not be combined with FGD to a Qwest Access Tandem Switch and/or End Office Switch

7.2.2.9.4 Trunk group connections will be made at a DS1 or multiple DS1 level for exchange of EAS/Local, and IntraLATA Toll/Jointly Provided Switched Access traffic. Directory Assistance, 911/E911, Operator busy line interrupt and verify; and toll free service trunk groups may be made below a DS1 level, as negotiated.

7.2.2.9.5 The Parties will provide Common Channel Signaling (CCS) to one another in conjunction with all trunk circuits, except as provided below.

7.2.2.9.5.1 The Parties will provision all trunking using SS7/CCS capabilities. Redundant MF signaling networks will not be provided unless specifically called for in this Agreement. Exceptions to this arrangement would be limited to operator services trunking, directory assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

7.2.2.9.5.2 When the Parties interconnect via CCS for Jointly Provided Switched Access Service, the tandem provider will provide MF/CCS interworking as required for Interconnection with Interexchange Carriers who use MF signaling.

7.2.2.9.6 With the exception described below, the CLEC shall terminate Exchange Service (EAS/Local) traffic on Qwest Local Tandems or End Office Switches.

7.2.2.9.6.1 In the complete absence of a Local Tandem serving a particular ILEC end office(Qwest or non-Qwest), EAS/Local, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access traffic between the ILEC end office switch and CLEC switch may be exchanged by the Parties through LIS trunk groups established directly between (1) CLEC switch and Qwest end office switch for the exchange of traffic between those end office switches only, or (2) CLEC switch and Qwest Access Tandem. Use of a Qwest Access Tandem for the exchange of EAS/Local, Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access traffic shall be subject to the following conditions:

7.2.2.9.6.1.1 Where there is a DS1 of traffic (512 BHCCS) between CLEC's switch and a Qwest End Office Switch, CLEC will order a direct trunk group to the Qwest End Office Switch.

7.2.2.9.6.1.2 CLEC shall deliver its EAS/Local, Exchange

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Access (IntraLATA Toll) and Jointly Provided Switched Access traffic to the Qwest access tandem over a LIS trunk group. Other traffic types shall be placed on separate trunk groups as discussed above.

7.2.2.9.6.1.3 The Parties shall utilize SS7 signaling on the CLEC switch to the Qwest access tandem trunk group.

7.2.2.9.6.1.4 If the Qwest Access Tandem is at, or forecasted to be at exhaust, the Parties with unforecasted demand will direct trunk to the appropriate end offices for the exchange of traffic. When the tandem has new capacity, the Parties may rehome traffic to the tandem.

7.2.2.9.6.1.5 If the Qwest Local Tandem is at, or forecasted to be at exhaust, local Interconnection at the Qwest Access Tandem can be arranged. When the tandem has new capacity, the Parties may rehome traffic to the local tandem.

7.2.2.9.6.1.6 Reserved for Future Use

7.2.2.9.7 Intentionally left blank

7.2.2.9.8 Alternate Traffic Routing. If CLEC has a LIS arrangement, which provides two paths to a Qwest end office (one route via a tandem and one direct route), CLEC may elect to utilize alternate traffic routing. CLEC traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices.

7.2.2.9.9. Host-Remote. When a Qwest Wire Center is served by a remote end office switch, CLEC may deliver traffic to the host central office or to the tandem. CLEC may deliver traffic directly to the remote end office switch only to the extent Qwest has arranged similar trunking for itself or others. For remote switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for trunk-side access.

7.2.2.10 Testing

7.2.2.10.1 Acceptance Testing. At the time of installation of a LIS trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission

measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by CLEC when requesting this type of testing.

7.2.2.10.3 Repair Testing. At the time of repair of a LIS trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.11 Mileage Measurement. Where required, the mileage measurement for LIS rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.

7.3 Reciprocal Compensation

7.3.1 Interconnection Facility Options

The Reciprocal Compensation Provisions of this Agreement shall apply to the exchange of Exchange Service (EAS/Local) traffic between CLEC's network and Qwest's network. Where either party acts as an IntraLATA Toll provider, each Party shall bill the other the appropriate charges pursuant to its respective Tariff or Price Lists. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs, Price Lists or contractual offerings for such third party terminations. Absent a separately negotiated agreement to the contrary, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

7.3.1.1 Entrance Facilities

7.3.1.1.1 Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by LIS.

7.3.1.1.2 If CLEC chooses to use an existing facility purchased as Private Line Transport Service from the state or FCC Access Tariffs, the rates from those Tariffs will apply.

7.3.1.1.3 If the Parties elect to establish LIS two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way EF rate element charges as follows:

7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will

initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the Entrance Facility (EF), as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-Internet Related Traffic to substantiate a change in that factor. If either Party demonstrates with non-Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 When Collocation is used to facilitate Interconnection, the EICT rate elements, as specified in Exhibit A, will apply per DS1 and DS3. For an Interconnection trunk path through collocated equipment, EICT provides that portion of the physical facility between Collocated equipment and Qwest's equipment located elsewhere within the Qwest building. Collocation and Direct Connection is described in the Collocation Section of this Agreement. Interconnection Tie Pairs (ITP) are associated with unbundled element provisioning, and not LIS. ITP is described more fully in the Unbundled Network Elements Section of this Agreement.

7.3.1.2.2 The provider of the Collocation EICT will share the cost of the LIS two way EICT by assuming a relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the EICT, described in Exhibit A, shall be reduced by this initial relative use factor. Payments to the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-Internet Related Traffic to substantiate a change in that factor. If either Party demonstrates with non Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward. for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.

7.3.2 Direct Trunked Transport

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

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7.3.2.1.1 Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and the terminating Party's tandem or end office switches. The applicable rates are described in Exhibit A. DTT facilities are provided as dedicated DS3, DS1 or DS0 facilities.

7.3.2.1.2 When DTT is provided to a local or access tandem for Exchange Service (EAS/local traffic), or to an access tandem for Exchange Access (IntraLATA Toll), or Jointly Provided Switched Access traffic, the applicable DTT rate elements apply between the Serving Wire Center and the tandem. Additional rate elements for delivery of traffic to the terminating end office are Tandem Switching and Tandem Transmission. These rates are described below.

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.

7.3.2.1.4 Fixed Charges per DS0, DS1 or DS3 and per mile charges are defined for DTT in Exhibit A of this Agreement.

7.3.2.2 If the Parties elect to establish LIS two-way DTT trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the LIS two-way DTT facilities shall be shared among the Parties by reducing the LIS two-way DTT rate element charges as follows:

7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non Internet Related Traffic related traffic to substantiate a change in that factor. If either Party demonstrates with non Internet Related data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic is interstate in nature.

7.3.2.3 Multiplexing options (DS1/DS3 MUX or DS0/DS1 MUX) are available at rates described in Exhibit A.

7.3.3 Trunk Nonrecurring charges

7.3.3.1 Installation nonrecurring charges may be assessed by the provider for each LIS trunk ordered. Qwest rates are specified in Exhibit A.

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half the rates specified in Exhibit A.

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7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The per minute of use call termination rates as described in Exhibit A of this Agreement will apply reciprocally for Exchange Service (EAS/Local) traffic terminated at a Qwest or CLEC end office.

7.3.4.1.2 For purposes of call termination, the CLEC switch(es) shall be treated as end office switch(es)unless CLEC's switch(es) meet the definition of a Tandem Switch in accordance with the Definitions Section of this Agreement.

7.3.4.1.3 As set forth above, the Parties agree that reciprocal compensation only applies to EAS/Local Traffic and further agree that the FCC has determined that Internet Related Traffic originated by either Party (the "Originating Party") and delivered to the other Party, (the "Delivering Party") is interstate in nature. Consequently, the Delivering Party must identify which, if any, of this traffic is EAS/Local Traffic. The Originating Party will only pay reciprocal compensation for the traffic the Delivering Party has substantiated to be EAS/Local Traffic. In the absence of such substantiation, such traffic shall be presumed to be interstate.

7.3.4.1.4 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC local tandem switch (as defined in this Agreement), the tandem switching rate and the tandem transmission rate in Exhibit A shall apply per minute in addition to the end office call termination rate described above, so long as the terminating Party switches the traffic at both its tandem switch and separate end office switch. However, if CLEC or Qwest only switches the traffic once and this switch meets the definition of a tandem switch in the Definitions Section, then only the tandem switching rate shall apply.

7.3.4.2.2 Mileage shall be measured for the tandem transmission rate elements based on V&H coordinates between the tandem and terminating end office.

7.3.4.2.3 When a Party terminates traffic to a remote switch, tandem transmission rates will be applied for the V & H mileage between the host switch and the remote switch when the identity of each is filed in the NECA 4 Tariff.

7.3.4.2.4 When Qwest receives a unqueried call from CLEC to a number that has been ported to another Qwest central office within the EAS/Local calling area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the end office to which the call has been ported.

7.3.4.2.4.1 To determine the responsible originating carrier of all calls for billing purposes, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.5 Miscellaneous Charges

7.3.5.1 Cancellation charges will apply to cancelled LIS trunk orders, based upon the critical dates, terms and conditions described in the applicable state specific Access, State Tariff in accordance with the Section 5.2.3 of the Tariff, and the Trunk Nonrecurring Charges referenced in this Agreement.

7.3.5.2 Expedites for LIS trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to LIS trunk orders based on rates, terms and conditions described in Exhibit A.

7.3.5.3 Construction charges are described in Exhibit A of this Agreement.

7.3.6 Reserved for Future Use

7.3.7 Transit Traffic.

The following rates will apply:

7.3.7.1 Local Transit: The applicable LIS tandem switching and tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating Party. The assumed mileage will be modified to reflect actual mileage, where the mileage can be measured, based on negotiations between the Parties.

7.3.7.2 IntraLATA Toll Transit: The applicable Qwest Tariffed Switched Access tandem switching and tandem transmission rates apply to the originating CLEC or LEC. The assumed mileage contained in Exhibit A of this Agreement shall apply.

7.3.7.3. Jointly Provided Switched Access: The applicable Switched Access rates will be billed by the Parties to the IXC based on MECAB guidelines and each Party's respective FCC and state access Tariffs.

7.3.8 Signaling 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 CLEC fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to 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 five percent (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.

7.3.9 Percent Local Use (PLU) Factoring. To the extent an originating Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, and the originating Party provides quarterly PLU(s) verifiable with individual call record detail, the terminating Party should apportion per minute of use (MOU) charges appropriately. Verification should follow the process described in the Audit Process Section of this Agreement. Call detail may be exchanged in lieu of PLU if it is available.

7.4 Ordering

7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem Switched Transport); 3) the number of ports to be provisioned at an end office or local tandem; and 4) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.

7.4.2 For each NXX code assigned to CLEC by the NANPA, CLEC will provide Qwest with the CLLI codes of the Qwest tandems and the CLEC Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing LIS trunk groups, CLEC will also provide Qwest with the Qwest assigned Two-Six Code (TGSN) to which each NXX will be routed. Information that is not currently available in the LERG may be provided via the Routing Supplemental Form-Wireline available on the Qwest web site: http://www.qwest.com:80/wholesale/notification/npa-nxxProcess.html. Either party shall respond to a special request for a Supplemental Form when a single switch is served by multiple trunk groups.

7.4.3 When either party has ordered a DS3 Entrance Facility or private line facility, that party will order the appropriate DS1 facility required and identify the channels of the DS3 to be used to provide circuit facility assignments (CFA). Also, if either party has provided or ordered a DS1 Entrance Facility or private line facility, that party will be responsible for identification of the DSO channels of the DS1 private line to be used to provide CFA.

7.4.4 A joint planning meeting will precede initial trunking orders. These meetings will result in agreement and commitment that both parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. The Parties will provide their best estimate of the traffic distribution to each end office subtending the tandem.

7.4.5 Trunks will be ordered either to Qwest's end offices directly or to Qwest's local tandem for Exchange Service (EAS/Local) traffic. Except as set forth elsewhere in this Agreement, separate trunks will be ordered to Qwest's access tandem only for Exchange Access (IntraLATA toll) and Jointly Provided Switched Access traffic.

7.4.6 Service intervals and due dates for initial establishment of trunking arrangements at each new switch location of Interconnection between the Parties will be determined on an

individual case basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks in the Interconnect & Resale Resource Guide (IRRG) that conform to the performance objectives set forth in the Service Performance Section of this Agreement. Qwest will provide notice to CLEC of any changes to the LIS trunk intervals consistent with the change management process applicable to the IRRG. Operational processes within Qwest work centers are discussed as part of the CLEC Industry Change Management Process (CICMP). Qwest agrees that CLEC shall not be held to the requirements of the IRRG.

7.4.8 The ordering party may cancel an order at any time prior to notification that service is available. If the ordering party is unable to accept service within thirty (30) calendar days after the service date, the provider has the following options:

a) The order will be canceled; cancellation charges as noted in 7.3.5.1 apply unless mutually agreed to by the Parties;

b) Reserved for Future Use

c) Billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence, depending on which option is selected, will be the 31st calendar day beyond the service date.

7.5 Jointly Provided Switched Access Services

7.5.1 Jointly Provided Switched Access Service is defined and governed by the FCC and State Access Tariffs, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) Guidelines, and is not modified by any provisions of this Agreement. Both Parties agree to comply with such guidelines.

7.5.2 Qwest will agree to function as the Access Service Coordinator (ASC) as defined in the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD)(Technical Reference SR-TAP-000984). Qwest will provide the operational, technical and administrative support required in the planning, provisioning and maintenance involved in the joint access provisioning process to the IXCs. Qwest will be unable to fulfill the role of ASC if CLEC does not fully comply with MECOD requirements, including filing the CLEC end offices and billed percentages (BPs) in the NECA 4 Tariff.

7.5.3 Qwest and CLEC will each render a separate bill to the IXC, using the multiple bill, multiple Tariff option.

7.5.4 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Interexchange Carrier for Jointly Provided Switched Access Services and 8XX database queries. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.5.5 If Meet Point Billing data is not processed and delivered by either Party (Qwest or CLEC) and sent to the other Party within ten calendar days of the relevant recording period and in turn such Party is unable to bill the Interexchange Carrier for the appropriate charges, the

Party who failed to deliver the data will pay the other Party for the amount of the unbillable charges.

7.6 Transit Records

7.6.1 Qwest and CLEC will exchange wireline network usage data originated by a wireline Local Exchange Carrier (LEC) where the NXX resides in a wireline LEC switch, transits Qwest's network, and terminates to CLEC's network. Each Party agrees to provide to the other this wireline network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the wireline LEC. CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number, and state jurisdiction. Qwest and CLEC agree to exchange wireline network usage data as Category 11-01-XX.

7.6.2 Qwest and CLEC will exchange wireless network usage data originated by a Wireless Service Provider (WSP) where the NXX resides in a WSP switch, transits Qwest's network, and terminates to the CLEC's network. Each Party agrees to provide to the other this wireless network usage data when Qwest or CLEC acts as a transit provider currently or in the future. The Parties understand that this information is carrier protected information under §222 of the Communications Act and shall be used solely for the purposes of billing the WSP. The CLEC will provide to Qwest information to be able to provide transit records on a mechanized basis when technically feasible. This includes, but is not limited to: service center information, Operating Company Number and state jurisdiction. Qwest and CLEC agree to exchange wireless network usage data as Category 11-50-XX.

7.6.3 A charge will apply for Category 11-01-XX and 11-50-XX records sent in an EMR mechanized format. These records are used to provide information necessary for each Party to bill the Originating Carrier for transit when technically feasible. The charge is for each record created and transmitted and is listed in Exhibit A of this Agreement.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of billing records between the Parties, including, for example, alternate billed and Toll Free Service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

7.7.2 The exchange of billing records for alternate billed calls (e.g., calling card, bill-to-third-number and collect) will be distributed through the existing CMDS processes, unless otherwise separately agreed to by the Parties.

7.7.3 Inter-Company Settlements ("ICS") revenues will be settled through the Calling Card and Third Number Settlement System ("CATS"). Each Party will provide for its own arrangements for participation in the CATS processes, through direct participation or a hosting arrangement with a direct participant.

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA Toll Free Service provider, thus permitting the service provider to bill its end users for the inbound Toll Free Service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

SECTION 8.0 - COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by CLEC at Qwest's Premises, where technically feasible, that is necessary for accessing unbundled network elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to CLEC of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by CLEC of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows CLEC to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining unbundled network elements and accessing ancillary services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. In addition, other types of Collocation may be requested through the BFR process Expedited Contract Process.

8.1.1.1 Virtual Collocation -- A Virtual Collocation arrangement requires CLEC to purchase and deliver to Qwest CLEC's own equipment for Qwest to install, repair, and maintain in Qwest's Premises CLEC does not have physical access to its virtually collocated equipment in the Qwest Premises.

8.1.1.2 Caged Physical Collocation -- allows CLEC to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest finished services or accessing unbundled elements. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which CLEC can place and maintain its own equipment. CLEC is responsible for the procurement, installation and on-going maintenance of its equipment as well as the cross connections required within CLEC's leased Collocation space

8.1.1.4 Shared Caged Physical Collocation -- allows two or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection agreement, and another CLEC, pursuant to the terms of its Agreement or approved Interconnection agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two CLECs. Shared Collocation may also be established through joint Application by CLECs in which Qwest will have a separate billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the shared Collocation cage or condition

the space for Collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on CLEC's use of a Collocation cage, such as limiting CLEC's ability to contract with other CLECs to share CLEC's Collocation cage in a sublease-type arrangement. In addition, if two or more CLECs who have Interconnection agreements with Qwest utilize a shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

8.1.1.5 Interconnection Distribution Frame (ICDF) Collocation -- is offered for the purpose of facilitating CLEC's combining of unbundled network elements and ancillary services. Under ICDF Collocation, CLEC need not collocate equipment in the Qwest Wire Center. With ICDF Collocation, CLEC will have access to the Qwest Wire Center and an ICDF to combine UNEs and ancillary services. The ICDF connects through tie cables to various points within the Wire Center (e.g., MDF, COSMIC™ or DSX, etc.) providing CLEC with access to UNEs and ancillary services.

8.1.1.5.1 The ICDF is a distribution frame shared by multiple providers. If CLEC desires a dedicated distribution frame for the purpose of facilitating CLEC's combination of UNEs and ancillary services, CLEC may do so through the placement of CLEC-owned cross connection device collocated in the Qwest Wire Center through either Caged or Cageless Physical Collocation.

8.1.1.6 Adjacent Collocation – is available in those instances where space is legitimately exhausted in a particular Qwest Premises to accommodate Physical Collocation. Qwest shall make space available in adjacent controlled environmental vaults, controlled environmental huts, or similar structures to the extent technically feasible. Qwest shall permit CLEC to construct or otherwise procure such an adjacent structure on property owned, leased or otherwise controlled by Qwest, subject only to applicable OSHA, EPA, Federal, State, and local safety and maintenance requirements. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval, which approval may not be unreasonably withheld or delayed. Qwest must provide power and physical Collocation services and facilities, subject to the same nondiscrimination requirements as applicable to any other physical Collocation arrangement. Qwest must permit CLEC to place its own equipment, including, but not limited to, copper cables, coaxial cables, fiber cables, and telecommunications equipment, in adjacent facilities constructed by Qwest, by CLEC itself, or a third party.

8.1.1.7 Common Area Splitter Collocation – See the Unbundled Network Elements Section of this Agreement for a description.

8.1.1.8 Remote Collocation – allows CLEC to physically collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth below in this Section.

8.1.1.8.1 With respect to Collocation involving cross-connections for access

to sub-loop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning sub-loop access and intervals are contained in the Unbundled Network Elements Section of this Agreement.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

8.2.1.1 Qwest shall provide Collocation on rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall provide Collocation in accordance with all applicable federal and state laws.

8.2.1.2 Collocation of Switching Equipment. CLEC may collocate any equipment that is necessary for Interconnection or access to unbundled network elements.

8.2.1.2.1 Digital Subscriber Line Access Multiplexers (DSLAMS) always meet this legal standard.

8.2.1.2.2 Asynchronous Transfer Mode ("ATM") or packet switching also meets this legal standard when used for Interconnection or access to unbundled network elements for purposes of providing advanced services such as xDSL. Equipment used predominantly to support DSLAMs and ATMs, such as routers and concentrators, as well as testing and network management equipment also meet this legal standard. Before any equipment that includes switching functionality is installed, CLEC must provide a written inventory to Qwest of all switching equipment and how it will be used for Interconnection or access to unbundled network elements. Once CLEC establishes that it will use a certain type of equipment for Interconnection or access to unbundled network elements, Qwest will allow future Collocations of similar equipment without requesting a written justification unless and until Qwest can establish to the state Commission that such equipment is not intended for Interconnection or access to unbundled network elements. However, Qwest will complete the Collocation within the appropriate interval unless granted relief by the Commission.

8.2.1.2.3 Remote Switching Units (RSUs) also meet this legal standard when used for Interconnection or access to unbundled network elements for purposes of providing Local Exchange Service. Interconnection.

8.2.1.2.4. Except as provided for in the Sections above, CLEC may not collocate equipment that is not necessary for Interconnection or access to unbundled network elements.

8.2.1.3 CLEC must identify what transmission and cross connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to CLEC-provided cross-connection device.

8.2.1.4 Demarcation Points for unbundled network elements (UNEs) and Ancillary Services. The demarcation point for unbundled network elements and ancillary services is that physical point where Qwest shall terminate its unbundled network elements and ancillary services for access by CLEC. There are two standard

demarcation points where unbundled network elements and ancillary services may be delivered to CLEC. CLEC shall specify its choice of standard demarcation points for its access to UNEs and ancillary services. One available demarcation point is at CLEC-provided cross connection equipment in CLEC's Physical or Virtual Collocation space. Alternatively, the demarcation point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by CLEC and Qwest. To the extent CLEC selects a demarcation point outside of its collocated space, CLEC shall provide and Qwest shall install the tie cables from CLEC's collocated equipment to the demarcation point. Alternatively, Qwest shall provide and install these tie cables, at CLEC's expense.

8.2.1.5 Qwest will provide a connection between unbundled network elements and ancillary services and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). The demarcation point shall be:

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

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

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

d) at a direct connection point of termination as described below in this Section; or

e) at another demarcation point mutually-agreed to by the Parties.

8.2.1.6 CLEC may purchase Qwest's finished Private Line or Switched Access Services via applicable Tariff terms and conditions. These services will be terminated at the demarcation point.

8.2.1.7 For Caged and Cageless Physical Collocation and Virtual Collocation, CLEC must lease space for the placement of CLEC's equipment within Qwest's Premises. Qwest will provide the structure that is necessary in support of Collocation including physical space, a cage (for Caged Physical Collocation), required cabling between equipment and other associated hardware.

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premise alarming pursuant to Qwest Technical Publication 77385. Qwest shall not impose safety or engineering requirements on CLEC that are more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.9 Space Availability Report -- Upon request by CLEC, Qwest will submit to a requesting CLEC within ten (10) calendar days of CLEC's request, a report for each requested Premises, that includes:

a) available Collocation space in a particular Qwest Premises;

b) number of collocators;

c) any modifications in the use of the space since the last report;

d) measures that Qwest is taking to make additional space available for Collocation;

e) Whether sufficient power is available to meet the specific CLEC request;

f) Number of CLECs in queue at the Premises, if any;

g) Whether the Wire Center is equipped with DS3 capability; and

h) The number and description of Qwest and its affiliates and CLEC reservations of space.:

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by CLEC and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the customer addresses served by each Remote Premise are available to CLECs through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at http://www.qwest.com/cgi-bin/iconn/iconn.pl.) If CLEC is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide CLEC with a report that contains the information. The parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will provide CLEC access to relevant plats, maps, engineering records and other data in accordance with the Ancillary Services Section of this Agreement. In addition, CLEC can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of CLEC's equipment. If Qwest determines that the amount of space requested by CLEC for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to CLEC for Caged Physical Collocation. Alternatively, CLEC will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and CLEC did not specify an alternative form of Collocation on the original order form, CLEC will be required to submit a new order for CLEC's preferred alternative Collocation arrangement. If CLEC identifies alternate

choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the CLEC's next preferred option in the event CLEC's first choice is not available. To the extent possible, Qwest shall make contiguous space available to CLEC when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for CLEC to provide facilities between the non-adjoining CLEC Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premise where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premise. When space becomes available in a Premise in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) calendar days of receipt of notification from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) calendar days of receipt of notification, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detail floor plans for the Premises with CLEC during the tour, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the tour of the Premises, Qwest and CLEC disagree about whether space limitations at the Premises make Collocation impractical, Qwest and CLEC may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (www.qwest.com/wholesale/notification/collo/spaceavail.html) indicating all Premises that are full, and will update this document within ten (10) calendar days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study

Process:

8.2.1.13.1 Number of CLECs in queue at the Premise, if any;

8.2.1.13.2 Premises that have not been equipped with DS3 capability;

8.2.1.13.3 Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premise;

8.2.1.13.4 Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 **Reclamation of Space** -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If CLEC issues a Forecast or Reservation for Collocation, Qwest shall use its best judgement to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If CLEC issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in this Section.

8.2.1.14.2 **Reconditioning of Space** -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet CLEC needs for Collocation. If requested by CLEC, Qwest will assess the cost of such reconditioning, provide a quote to CLEC for the costs, and upon Acceptance of quote by CLEC, perform the necessary work to recondition the space. For reconditioned space, CLEC is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Cancellation of Collocation Request. CLEC may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest Account Manager. CLEC shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received.

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its affiliates may reserve space for future use on terms more favorable than those that apply to CLEC's reservation of Collocation space for CLEC's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds

of space limitations, unless Qwest proves to the Commission that virtual collocation at that point is not technically feasible.

8.2.1.17 In addition to the requirements of the following Section, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest IRRG website at: www.qwest.com/wholesale/products/services/irrg/collocationproducts.html.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to CLEC. The access control process includes but is not limited to the requirement that all CLEC approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside CLEC physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that CLEC equipment collocated in Qwest Premises is afforded physical security at parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with CLEC's equipment, Qwest will, at CLEC's request, vigorously and thoroughly investigate the situation. CLEC shall cooperate in the investigation as requested by Qwest. Qwest will keep CLEC apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to CLEC's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) days per week basis for CLEC personnel and its designated agents. Such access shall be permitted without requiring either a security escort of any kind or delaying CLEC's employees entry into Qwest Premises. Qwest shall provide CLEC with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 CLEC shall be restricted to corridors, stairways, and elevators that provide direct access to CLEC's space, or to the nearest restroom facility from CLEC's designated space, and such direct access will be outlined during CLEC's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit CLEC's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Termination of Collocation Arrangement. CLEC may terminate a completed Collocation arrangement by submitting a written request via certified mail to the Qwest account manager. Qwest shall provide CLEC a quotation for the costs of removing CLEC's collocated equipment and associated cabling and structure, which will be paid by CLEC within thirty (30) days of the removal of the equipment by Qwest. CLEC will not be charged for the removal of equipment or cabling that is owned and

removed by CLEC in their Physical Collocation space.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between the CLEC's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises ; or to CLEC's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent technically feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by CLEC in the Application form, including but not limited to, distance limitations of the facilities CLEC intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify CLEC of available options. When CLEC notifies Qwest of CLECs preferred option, Qwest will proceed with the route design and quote preparation. If CLEC elects to have Qwest provide the channel regeneration, the quote will include the applicable charges. CLEC shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other technically feasible method utilizing a vendor of CLEC's own choosing. CLEC may place its own fiber, coax, copper cable, or any other technically feasible connecting facilities outside of the actual physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. CLEC may perform such Interconnections at the ICDF, if desired. CLEC may interconnect its network as described herein to any other collocating carrier, to any collocated affiliate of CLEC, to any end user's Premises, and may interconnect CLEC's own collocated space and/or equipment (e.g., CLEC's Physical Collocation and CLEC's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation in accordance with this Section, or separately from a Collocation Application. CLEC-to-CLEC Cross-connections at an ICDF are available, as follows:

8.2.1.23.1 CLEC-to-CLEC Cross-connections at the ICDF.

8.2.1.23.1.1 CLEC-to-CLEC Cross-Connection (COCC-X) is defined as the CLEC's capability to order a cross-connection from it's Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF.

8.2.1.23.1.2 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is accomplished by the use of the CLECs' Connecting Facility Assignment (CFA) terminations residing at an IDCF. Also, ICDF cross-connections must terminate on the same ICDF at the same service rate level.

8.2.1.23.1.3 If the CLEC has its own Dedicated ICDF, the CLEC is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.2.1.23.1.4 CLEC is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its customer's needs. This is accomplished by the CLEC using the Design Layout Record (DLR) for the service connection. Depending on the

distance parameters of the combination, regeneration may be required.

8.2.1.23.1.5 If two CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. The CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. The CLEC is responsible for obtaining these forms. Qwest must not reproduce copies for its customers, as this is a copyright violation. The standard industry forms for CLEC-to-CLEC Cross-Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.2.1.24 Qwest will provide CLEC the same connection to the network as Qwest uses for provision of services to Qwest end-users. The direct connection to Qwest's network is provided to CLEC through direct use of Qwest's existing cross connection network. CLEC and Qwest will share the same distributing frames for similar types and speeds of equipment, where technically feasible and space permitting.

8.2.1.25 CLEC terminations will be placed on the appropriate Qwest cross connection frames using standard engineering principles. CLEC terminations will share frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If CLEC disagrees with the selection of the Qwest cross-connection frame, CLEC may request a tour of the Qwest Premises to determine if cross connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from CLEC's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., virtual to physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and billing change, and the Virtually Collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar days. CLEC must pay all associated conversion charges.

8.2.1.28 Qwest shall permit CLEC to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such approval involves security access arrangements and shall not be unreasonably withheld. CLEC is not required to use Qwest or Qwest contracted personnel for the engineering and installation of CLEC's collocated equipment. Approval by Qwest of CLEC's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide CLEC with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to CLEC equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify

CLEC by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact CLEC equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify CLEC by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of CLEC equipment.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing Virtual Collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and finished services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 CLEC will not have physical access to the Virtual Collocated equipment in the Qwest Premise. However, CLEC will have physical access to the demarcation point in the Qwest Premise.

8.2.2.3 CLEC will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by CLEC and installed in Qwest Premises.

8.2.2.4 CLEC shall ensure that upon receipt of CLEC's Virtual Collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at CLEC's expense. CLEC shall advise the manufacturer and seller of the virtually collocated equipment that CLEC's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 CLEC's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. CLEC shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of CLEC's virtual collocated equipment. Such safety and engineering standards shall apply to CLEC equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 CLEC must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 CLEC will be responsible for payment of Qwest's initial Direct Training Charges associated with training Qwest employees for the maintenance, operation and installation of CLEC's Virtual Collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premise. This includes per diem charges (*i.e.,* expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 CLEC will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of CLEC's virtual collocated equipment in accordance

with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, CLEC shall not be responsible for any costs or charges incurred in the maintenance and/or repair of CLEC's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to CLEC for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Reserved for Future Use.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute CLEC's leased space. CLEC will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the Collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of CLEC's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 CLEC owns or leases and is responsible for the installation, maintenance and repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit CLEC to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to CLEC. Such "early access" date will be negotiated by Qwest and CLEC on a site specific basis. In order to obtain early access, CLEC must pay eighty (80) percent of the remaining fifty (50) percent of the quoted non-recurring charges before early access is granted, leaving a holdback of ten (10) percent of the originally quoted non-recurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by CLEC shall not interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with CLEC in matters of joint testing and maintenance.

8.2.3.9 If, during installation, Qwest determines CLEC activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any applicable laws or regulations all equally applied to Qwest, Qwest has the right to stop all installation work until the situation is remedied. Qwest shall provide written notice of the non-compliance to the CLEC and such notice will include: (1)

identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLECs equipment and/or installation. does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLECs equipment fails to meet. If such conditions pose an immediate threat to the safety of Qwest employees, interfere with the performance of Qwest's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at CLEC's expense. In the event that CLEC disputes any action Qwest seeks to take or has taken pursuant to this provision, CLEC may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety_standards required by this Agreement. CLEC will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in the above Section, CLEC will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to the CLEC, and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that CLEC's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends CLEC's equipment fails to meet. If CLEC fails to correct any non-compliance within fifteen (15) calendar days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar days of written notice of non-compliance, and if CLEC fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees,_or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at CLEC's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack at the request of CLEC for Caged or Cageless Physical Collocated space. Upon CLEC's request, this service shall be available per standard Qwest business service provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, CLEC's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval which may not be unreasonably withheld. All CLEC equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.12.1 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. CLEC may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide CLEC with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, CLEC may select from three (3) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or Access Services, and 3) unbundled network elements. Other entrance facility technologies, such as microwave, wireless or other technologies, may be requested through the BFR process.

8.2.4.2 **Collocation Fiber Entrance Facilities**. Qwest offers three Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between CLEC's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where CLEC shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 CLEC is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to CLEC's leased Collocation space (Caged or Cageless Physical Collocation) or CLEC's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or CLEC equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility, which provides that CLEC fiber will be pulled to CLEC Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 **Standard Fiber Entrance Facility** -- The standard fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to the C-POI and CLEC's Collocation space in increments of 12 fibers. CLEC's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between CLEC's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and CLEC's Interconnection cable.

8.2.4.3.2 **Cross-connect Fiber Entrance Facility** -- The cross-connect fiber entrance facility provides fiber connectivity between CLEC's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center.

CLEC's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for cross connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple CLEC locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 **Express Fiber Entrance Facility** – Qwest will place CLEC-provided fiber cable from the C-POI directly to CLEC's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If the CLEC provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one conduit with two (2) unused innerducts (one for emergency restoral and one for a shared entrance cable).

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and provisioning intervals for non-standard entrances will be developed on an individual case basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and CLEC, at which the fiber optic cable carrying CLEC's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two such Interconnection points at each Qwest Wire Center when at least two entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of CLEC will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services between Qwest's Premises and CLEC's Collocation space in a Qwest Wire Center.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, CLEC may purchase unbundled dedicated interoffice transport.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining unbundled network elements and ancillary services. ICDF Collocation provides CLECs with access to the Interconnection Distribution Frame, where Qwest will terminate the unbundled network elements and ancillary services ordered by CLEC. CLEC may combine one UNE to another UNE or ancillary service by running a jumper on the ICDF. CLEC access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX panels for DS-1 and DS-3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each unbundled network element and ancillary service ordered by CLEC that is terminated on the Interconnection Distribution Frame. Qwest will provide CLEC with the frame assignments for each unbundled network element and ancillary service terminated on the ICDF.

8.2.5.3 CLEC will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and finished services. CLEC will be required to maintain the records for CLEC-provided jumpers.

8.2.5.4 Reserved for Future Use.

8.2.6 Terms and Conditions- Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 CLEC may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent technically feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, CLEC may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. CLEC may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans for the new structure within thirty (30) calendar days.

8.2.6.1.2 CLEC shall own such structure, subject to a reasonable ground space lease. If CLEC terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the parties. In the event Qwest declines to take the structure or terms

cannot be agreed upon, CLEC may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, CLEC is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to CLEC or CLEC's contractor, to the extent that Qwest owns or controls such property, to assist CLEC in obtaining any building permits or other approvals that may be necessary to construct the facility. CLEC is responsible for construction of the structure or procurement of an existing structure. CLEC is responsible for meeting all State and municipal building and zoning requirements.

8.2.6.3 Qwest will provide power and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Qwest Premises on Qwest property that can be reasonably made available to CLEC for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including CLECs. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require CLEC to move, or prohibit CLEC from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow CLEC to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows CLEC to physically collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other remote terminals.

8.2.7.2 The terms and conditions for Physical Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premise structure and subject to technical feasibility, or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by CLEC on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

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8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quotation in support of Collocation:

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to CLEC for its Collocation request.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to CLEC provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to CLEC collocated equipment and is fused at one hundred twenty five percent (125%) of request. Charged on a per ampere basis.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to CLEC's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when CLEC requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of CLEC.

8.3.1.9 Channel Regeneration Charge. Required when the distance from the leased physical space (for Caged or Cageless Physical Collocation) or from the collocated equipment (for Virtual Collocation) to the Qwest network is of sufficient length to require regeneration.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each unbundled network element, ancillary service or Interconnection service delivered to CLEC. The ITP provides the connection between the unbundled network element, ancillary service or Interconnection service and the demarcation point

8.3.1.11 Collocation Terminations. Terminations are purchased by CLEC for the purpose of accessing unbundled network elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate demarcation point including, but not limited to, the following:

a) Existing Interconnection Distributing Frame (ICDF).
b) Existing DSX Panels for DS-1 and DS-3 services
c) New Interconnection Distributing Frame
d) Existing Toll Frame
e) Fiber Distribution Panel
f) Existing intermediate frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between CLEC collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by CLEC or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When CLEC provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if CLEC wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the demarcation point. CLEC will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If CLEC chooses a demarcation inside the Collocation space, the collocator should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through. If CLEC chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, CLEC will receive an Alternate Point Of Termination (APOT) form so that they may order finished services and UNEs. CLEC will be responsible for augmenting terminations as required. The Direct Connection APOT information must

be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 CLEC's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If CLEC wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an individual case basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize CLEC's cost, to the extent feasible, Qwest shall consolidate CLEC's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the parties, including Qwest, Minimum installation requires at least one (1) block for every two outside plant modules. A ½ shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and CLEC to ensure that the cable is terminated in an existing frame with the service that CLEC is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for CLEC access to the Qwest Premises for the purpose of Collocation. Charges are assessed per CLEC employee, per card, per Premise on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. CLEC must determine the synchronization requirements for CLEC's equipment and notify Qwest of these requirements when ordering the clock signals.

Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with this Section.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of CLEC virtually collocated equipment. CLEC is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from CLEC. A call-out of a maintenance technician after business hours is subject to a minimum charge of three hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a metropolitan service area basis provided by the vendor of CLEC's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three Qwest employees to be trained per metropolitan service area in which CLEC's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require CLEC to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. The amount of training billed to CLEC will be reduced by half, should a second CLEC in the same metropolitan area select the same virtually collocated equipment as CLEC.

8.3.2.3 Equipment Bay. Provides mounting space for CLEC virtually collocated equipment. Each bay includes the 7 foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to 78 inches. The monthly rate is applied per shelf. CLEC may request use of alternate bay heights of 9 foot and 11 foot 6

inches, which will be considered on an individual case basis. No Equipment Bay Charge is assessed if CLEC provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of CLEC virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of CLEC virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where CLEC provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the CLEC-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding the CLEC-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the CLEC-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support CLEC loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure. CLEC may choose from Qwest approved contractors or may use another vendor of CLEC's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space, including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for provisioning such a cage of similar dimensions and material to a single collocating party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to CLEC based on the percentage of the total space used by CLEC. Qwest must in all cases of shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by CLEC as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by CLEC.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes

and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premise common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Intentionally left blank.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premise common ground to CLEC equipment. Recurring and nonrecurring charges are assessed per foot to CLEC's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the non-recurring and recurring charges associated with the unbundled network elements or ancillary services ordered by CLEC, the cost of extending the unbundled network elements or ancillary services to the demarcation point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an individual case basis, depending on the specific needs of the CLEC and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an individual case basis.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The rate elements for CLEC-to-CLEC Connections are addressed in Exhibit A of this Agreement.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 CLEC must complete the requirements in the Implementation Schedule Section of this Agreement before submitting a Collocation Application Form to Qwest.

8.4.1.2 Any material changes, modifications or additional engineering ("Material Changes") requested by CLEC, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this Section, Material Changes are changes that would significantly impair Qwest's ability to provision

the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other applicable law. Qwest shall determine the additional time required to comply with CLEC's request for Material Changes ("Additional Time"), and CLEC shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by CLEC, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 CLEC shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by CLEC and the Qwest Account team. The CLEC forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty (20) percent of the forecast. If at the time the Application is made the forecasted type of Collocation is not available, the CLEC may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest premises, the following:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation (optional);

e) Type of Collocation (e.g., caged physical, cageless physical, shared, ICDF, virtual, etc.);

f) Intentionally Left Blank

g) Entrance Facility Type (e.g., Express Fiber, Private Line);

h) Type and Quantity of Terminations (optional);

i) Month or Quarter CLEC expects to submit its Collocation Application.

j) Intentionally Left Blank

8.4.1.4.1 The following terms shall apply to the forecasting process.

8.4.1.4.1.1 CLEC forecasts shall be provided as detailed in this Section.

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8.4.1.4.1.2 CLEC forecasts shall be confidential information and Qwest may not distribute, disclose or reveal, in any form, CLEC forecasts other than as allowed and described in subsections "c" and "d" below.

8.4.1.4.1.3 Qwest may disclose, on a need to know basis only, CLEC forecasts, to Qwest network and growth planning personnel responsible for ensuring that Qwest's local network can meet wholesale customer demand. In no case shall the Qwest network and growth planning personnel that have access to CLEC forecasts be involved in or responsible for Qwest's retail marketing, sales or strategic planning. Qwest will inform all network and planning personnel with access to CLEC forecasts of the confidential nature of such forecasts, and Qwest will have such personnel sign non-disclosure agreements related thereto. The non-disclosure agreements shall inform such personnel that, upon threat of termination, they may not reveal or discuss CLEC forecasts with those not authorized to receive such information.

8.4.1.4.1.4 Qwest shall maintain CLEC forecasts in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection "c)" above and such that no other personnel have computer access to such information.

8.4.1.5 CLEC shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

a) Identification of the Qwest Premise;

b) Floor space requirements, including the number of bays for a cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation;

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);

f) Collocated Equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (NOTE: Packet or circuit switching equipment requires, in writing and attached to the Application, how this equipment is necessary for access to UNEs or Interconnection. High level equipment interface or connectivity schematic for equipment that is not on the approved equipment list or has not been used by CLEC for a similar purpose before, must also accompany this Application. CLEC using approved equipment found at www.qwest.com/wholesale/notification/collo.html need not comply with this provision);

g) Entrance Facility Type;

h) Type and Quantity of Terminations;

i) If desired, an alternate form of Collocation if first choice is not available; and

j) Billing Contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days after receipt of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premise, CLEC must cure any deficiencies in its Application and resubmit the Application within ten calendar days after being advised of the deficiencies.

8.4.1.6 **Acceptance** – After receipt of a Collocation Quote Form from Qwest, CLEC shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 **Collocation Space Reservation** – allows CLEC to reserve space in a Qwest Premises for up to one (1) year for transmission equipment (ATM, packet switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. CLEC may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Request for contiguous space will be honored, if available.

8.4.1.7.1 **Collocation Space Reservation Application** – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar days.

8.4.1.7.2 **Collocation Space Reservation Quotation** – If space is available, Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to CLEC within twenty-five (25) calendar days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 **Collocation Space Reservation Acceptance** CLEC must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar days of receipt of the quotation. If CLEC submits the Acceptance between eight (8) and thirty (30) calendar days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if CLEC submits the Acceptance more than thirty (30) calendar days after

receipt of the quotation.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of CLEC in accordance with the Application and take the necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 CLEC may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

a) Cancellation notification within ninety (90) calendar days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to CLEC.

b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to CLEC.

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar days from receipt of wire transfer, twenty five percent (25%) of the initial down payment will be returned to CLEC.

d) Cancellation notification after two hundred and seventy (270) calendar days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to CLEC.

8.4.1.8 Collocation Space Option

8.4.1.8.1 CLEC, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section for the following equipment and time periods.

8.4.1.8.1.1 Transmission equipment – one (1) Year

8.4.1.8.1.2 Circuit switching equipment – three (3) Years

8.4.1.8.1.3 Power plants – five (5) Years

8.4.1.8.2 Optioned space is offered to CLECs for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply.

8.4.1.8.2.1 The party requesting the Option may specify the amount of

space to be Optioned but not a specific location within the Wire Center, CLEC may also request space be contiguous to its existing Collocation space.

8.4.1.8.2.2 A requesting CLEC may Option one Collocation space per Wire Center.

8.4.1.8.2.3 The maximum amount of space per Wire Center to be Optioned is:

- 200 square feet for Caged Collocation

- 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of the CLEC, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, virtual) and the type of equipment (from the categories identified in this Section) for which the option is being sought. The CLEC must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within 10 calendar days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request.

8.4.1.8.4 CLEC must electronically submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar days of receipt of the quotation. When Qwest takes an option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) calendar days after delivery to CLEC.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will Option the space on behalf of the CLEC including the contiguous space requests if available (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, the CLEC must:

a) Submit a Collocation Application during the Option time frame; or

b) The Option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar days prior to the expiration of the term of the existing Option. The priority of a renewed option is determined by the date CLEC accepts the quote from Qwest on

CLEC's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application. In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of the CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parities with the most recent space Option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation Application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise it's Right of First Refusal by submitting either a Collocation Application as set forth in this Section, or by submitting the Collocation Space Reservation Application set forth in this Section, within ten (10) calendar days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by CLEC or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once Optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify the CLEC if Qwest requires the use of the contiguous space for itself, its affiliates or CLECs. Upon notification, the CLEC will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. CLEC may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following.

8.4.1.8.7.4.1 Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

8.4.1.8.7.4.2 Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars ($2.00) per square foot per month.

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8.4.1.8.8 In the event that the Option Party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section (b) above shall be applied to such Application.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 **Application --** Upon receipt of a complete Collocation Application as described in the above Section, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar days of receipt of a complete Application.

8.4.2.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.2.2 **Quotation** – If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing Virtually Collocated equipment, will be processed and provisioned within ten (10) business days. Virtual Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending CLEC's Acceptance of the quoted charges.

8.4.2.3 **Acceptance --** Upon receipt of complete Collocation Acceptance, as described in this section, space will be reserved and construction by Qwest will begin.

8.4.2.4 **Interval --** The interval for Virtual Collocation shall vary depending upon four factors – 1) whether the request was forecasted in accordance with this Section or the space was reserved, in accordance with this Section; 2) whether CLEC provides its Acceptance within seven (7) calendar days receipt of the quotation; 3) whether the CLEC delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar days of the receipt of the complete Collocation Application; and 4) whether the Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 **Forecasted Applications with Timely Acceptance** – If an Application is included in CLEC's forecast at least sixty (60) calendar days prior

to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar days of the receipt of all of the CLEC's equipment.

8.4.2.4.2 **Forecasted Applications with Late Acceptance** – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar days of the receipt of all of the CLEC's equipment. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.2.4.3 **Unforecasted Applications with Timely Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar days of the receipt of all of the CLEC's equipment.

8.4.2.4.4 **Unforecasted Applications with Late Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, and if all of CLEC's equipment is available at the Qwest Premises no later than fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance. If CLEC's equipment is not delivered to Qwest within fifty-three (53) calendar days after receipt of the complete Collocation Acceptance, Qwest shall

complete the Collocation installation within seventy-five (75) calendar days of the receipt of all of the CLEC's equipment.

8.4.2.4.5 **Intervals for Major Infrastructure Modifications Where No Forecast is Provided** – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of CLEC's equipment is available at the Qwest Premises no later than sixty (60)) calendar days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 **Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space.** – If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in this Section, when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with the CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 **Application** -- Upon receipt of a complete Collocation Application as described in this Section. Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of CLEC's equipment within the Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

8.4.3.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.3.2 **Quotation** -- If Collocation entrance facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar days from the

date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.3.3 **Acceptance** -- Upon receipt of a complete Collocation Acceptance, as described in this Section space will be reserved and construction by Qwest will begin.

8.4.3.4 **Interval** – The interval for Physical Collocation shall vary depending upon three factors – 1) whether the request was forecasted in accordance with this Section or the space was reserved, in accordance with this Section; 2) whether CLEC provides its Acceptance within seven (7) calendar days of receipt of the quotation; and, 3) whether the Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 **Forecasted Applications with Timely Acceptance** – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.

8.4.3.4.2 **Forecasted Applications with Late Acceptance** – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, a new Application shall be resubmitted by CLEC.

8.4.3.4.3 **Unforecasted Applications with Timely Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Application.

8.4.3.4.4 **Unforecasted Applications with Late Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application and if CLEC provides a complete Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 **Intervals for Major Infrastructure Modifications Where No Forecast is Provided** – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate CLEC's

specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in this Section may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) calendar days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 **Major Infrastructure Modifications where CLEC Forecasts its Collocation or Reserves Space**. If CLEC's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in this when CLEC submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with the CLEC for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame ("ICDF") Collocation

8.4.4.1 **Application** -- Upon receipt of a complete Collocation Application as described in the above Section, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of CLEC's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application. The ICDF Collocation Application shall include CLEC-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of CLEC. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

8.4.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.4.2 **Quotation** -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.4.3 **Acceptance** -- Upon receipt of a complete Collocation Acceptance, as described in this Section, space will be reserved and construction by Qwest will begin.

8.4.4.4 **Interval** – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) Whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with this Section and 2) Whether CLEC provides its Acceptance within seven (7) calendar days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 **Forecasted Applications with Timely Acceptance** – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of the complete Collocation Application.

8.4.4.4.2 **Forecasted Applications with Late Acceptance** – If a Premises is included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.4.4.3 **Unforecasted Applications with Timely Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application, and if the CLEC provides a complete Acceptance within seven (7) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 **Unforecasted Applications with Late Acceptance** – If a Premises is not included in CLEC's forecast at least sixty (60) calendar days prior to submission of the Application and if the CLEC provides a complete Acceptance more than eight (8) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to CLEC as a part of the quotation. CLEC may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not

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available at the time of CLEC's request, CLEC may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest recommends that Qwest and CLEC conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an individual case basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by Qwest, in accordance with CLEC's application, and the construction by CLEC of the adjacent structure. If CLEC disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation in a particular Qwest Remote Premises is not available at the time of CLEC's request, CLEC may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation.

8.4.7 Ordering – CLEC to CLEC Connections

8.4.7.1 **Application** -- Upon receipt of the applicable portions of a complete Collocation Application, Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of CLEC's copper, coax, or fiber optic cable, or any other technically feasible method used to interconnect CLEC's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application

8.4.7.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.7.2 **Quotation** -- If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route to CLEC with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall

provide a feasibility and quote to CLEC no later than ten (10) calendar days of receipt of collocation application. CLEC-to-CLEC Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.7.3 **Acceptance** -- There are two (2) forms of Acceptance for CLEC-to-CLEC Connections:

8.4.7.3.1 CLEC-to-CLEC connections with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, CLEC may begin placement of its copper, coax, or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with CLEC Acceptance.

8.4.7.3.2 CLEC-to-CLEC Connections using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in this Section, Qwest will begin construction of the new cable rack.

8.4.7.4 **Interval** – Pursuant to this Section the construction interval for CLEC-to-CLEC Connections requiring the construction of new cable rack by Qwest shall be within sixty (60) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.7.4.1 **Applications with Timely Acceptance** – If CLEC provides a complete Acceptance within seven (7) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Application.

8.4.7.4.2 **Applications with Late Acceptance --** If CLEC provides a complete Acceptance more than seven (7) calendar days but less than thirty (30) calendar days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar days of the receipt of the complete Collocation Acceptance. If CLEC submits its Acceptance more than thirty (30) calendar days after receipt of the Qwest quotation, the Application shall be resubmitted by CLEC.

8.4.8 Ordering – Direct Connections

8.4.8.1 **Application** – Where Direct Connection is requested in a Wire Center where CLEC already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application, Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other technically feasible method, used for Direct Connection (as described in this Section. The feasibility study will be provided within ten (10) calendar days from date of receipt of a complete Application.

8.4.8.1.1 If Qwest determines that the Application is not complete, Qwest shall notify CLEC of any deficiencies within ten (10) calendar days of the

Application. Qwest shall provide sufficient detail so that CLEC has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, CLEC must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar days after being advised of the deficiencies.

8.4.8.2 **Quotation** – If existing cable racking is available, Qwest will provide CLEC with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate CLEC's request, Qwest shall provide a quote to CLEC no later than ten (10) calendar days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar days from the date the quote is provided. During this period, the space is reserved pending CLEC's Acceptance of the quoted charges.

8.4.8.3 **Acceptance** – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – CLEC must submit payment of one hundred percent (100%) of the quoted non-recurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from CLEC, as described in this Section, Qwest will begin construction of the new cable rack.

8.4.8.4 **Interval** – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If CLEC provides a complete Acceptance within thirty (30) calendar days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS-0 level where no new cable racking is required within thirty (30) calendar days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS-0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar days of the receipt of the complete Collocation Acceptance.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide CLEC a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by CLEC and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate CLEC transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and CLEC has not completed its associated activities (e.g., delivering fiber to the C-POI,

or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin billing the monthly recurring rent charge. In those instances where the job is delayed due to CLEC not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin billing the monthly recurring rent charge. Once CLEC has completed fiber placement, CLEC can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, CLEC will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the maintenance and repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between CLEC and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule a walk through of the space with CLEC. During this joint walk through, Qwest will turn over access to the space and provide security access to the Premises. Upon completion of the Acceptance walk through, CLEC will be provided the Caged or Cageless Physical Collocation completion package (i.e. all ordering information). The monthly billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with CLEC sign off on the completion of the physical space. CLEC may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to this Section 8. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with CLEC within twenty-one (21) calendar days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 p.m. (local time) and after business hours are after 5:00 p.m. and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of CLEC's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of CLEC's virtually collocated equipment, Qwest will promptly notify CLEC of such failure and the corrective action that is needed. Qwest will

repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. CLEC is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. CLEC is responsible for purchasing and maintaining a supply of spares.

8.6.2 Caged and Cageless Physical Collocation

8.6.2.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 CLEC is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, CLEC is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation

8.6.4.1 CLEC is responsible for the maintenance and repair of its equipment located within CLEC's Adjacent Collocation and Adjacent Remote Collocation space.

8.6.5 Remote Collocation and Adjacent Remote Collocation

8.6.5.1 CLEC is responsible for the maintenance and repair of its equipment located within a Remote Premises.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to unbundled network elements ("UNEs"), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2 of this Agreement and the Interpretation and Construction Section of this Agreement. CLEC and Qwest agree that the UNEs identified in the Unbundled Network Elements Section of this Agreement are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(C)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.1.2 Qwest shall provide non-discriminatory access to unbundled network elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an unbundled network element Qwest provides, as well as the access provided to that element, will be equal between all CLECs requesting access to that element; second, where technically feasible, the access and unbundled network element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to network elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an unbundled network element, CLEC shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as Shared Transport).

9.1.3 CLEC shall not use unbundled network elements or the Ancillary Services listed in the Ancillary Services Section of this Agreement as substitutes for special or Switched Access Services, except to the extent CLEC provides such services to its end user customers in association with Local Exchange Services or except to the extent that such elements meet the significant amount of Local Exchange Traffic requirement set forth in this Section.

9.1.4 Qwest will provide a connection between unbundled network elements and a demarcation point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each unbundled network element or ancillary service delivered to CLEC. The ITP provides the connection between the unbundled network element and the ICDF or other demarcation point. The ITP is ordered in conjunction with a UNE. The charge for the ITP is contained in Exhibit A. CLEC may order regeneration along with an ITP, and the charges listed in Exhibit A will apply. The ITP may be ordered per termination. The demarcation point shall be:

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

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

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

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

distribution frame serving a particular element, at the distribution frame; or

9.1.4.5 at another demarcation point mutually-agreed to by the Parties.

9.1.5 CLEC may connect UNEs in any technically feasible manner. Qwest will provide CLEC with the same features, functions and capabilities of a particular element that Qwest provides to itself. Qwest will not restrict the types of Telecommunications Services CLEC may offer through unbundled elements, nor will it restrict CLEC from combining elements with any technically compatible equipment CLEC owns. Qwest will provide CLEC with all of the functionalities of a particular element, so that CLEC can provide any Telecommunications Services that can be offered by means of the element. Qwest shall provide such unbundled network elements in a manner that allows CLEC to combine such elements in order to provide Telecommunications Services.

9.1.6 Except as set forth in the UNE Combinations Section of this Agreement, Qwest provides UNEs on an individual element basis. In such circumstances, CLEC is responsible for the end-to-end transmission and circuit functionality. CLEC is responsible to test end-to-end on Unbundled Loops, ancillary and finished services combinations. CLEC will have access to UNEs at the Collocation-established network demarcation point to perform all technically feasible testing to determine end-to-end transmission and circuit functionality. Upon a reasonable request by CLEC, Qwest will confirm functionality or other operating parameters of the UNE consistent with the rates and charges for such testing as identified in Exhibit A. Qwest will test individual elements at the reasonable request of the CLEC when Qwest's maintenance and repair activities require it. Such testing will be consistent with testing appropriate to the individual UNE being tested and subject to the Operational Support Systems Section of this Agreement.

9.1.7 Installation intervals for unbundled network elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The Repair Center contact telephone numbers are provided in the Interconnect & Resale Resource Guide, which is located on the Qwest Web site.

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

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

9.1.11 Exhibit A of this Agreement contains the rates for unbundled network elements.

9.1.12 Miscellaneous Charges may include, for example, Cancellation Charges, Due Date

Change Charges, Design Change Charges, Additional Dispatch Charge, and Additional Engineering. Rates are contained in Exhibit A.

9.2 Unbundled Loops

9.2.1 Description

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own end-users. These loops shall be provisioned in substantially the same time and manner as Qwest provides to its own end-users and with a minimum of service disruption.

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

9.2.2.3 Digital Capable Loops – DS-1 and DS-3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including but not limited to metallic wire, metallic wire based digital loop carrier and fiber optic fed digital carrier systems. Qwest will determine the specific transmission technology by which the Loop will be provided. Such technologies are used singularly or in tandem in providing service. DC continuity is not inherent in this service. Charges shall apply for conditioning of the digital capable loops, as requested by CLEC, if necessary, as determined by Qwest.

9.2.2.3.1 Qwest shall provide other unbundled fiber and high capacity loops, to CLEC(s) where facilities are available and existing on an ICB basis. Qwest will determine the specific transmission technology by which the Unbundled Loop will be provided. DC continuity is not inherent in these services. ICB nonrecurring and recurring charges shall apply for provisioning of the unbundled high capacity loops.

9.2.2.4 CLECs may request a Non-Loaded Unbundled Loop. In the event that no such facilities are available, Qwest can be requested to 'condition' existing spare facilities to meet this specification. CLECs shall indicate on the LSR that they pre-approve conditioning if needed. Qwest will dispatch a technician to 'condition' the loop by removing load coils and excess bridge tap, if necessary, in order to provide CLEC with a Non-Loaded Loop. CLEC will be charged the non-recurring conditioning charge (i.e., cable unloading and bridge tap removal), if applicable, in addition to the Unbundled Loop installation non-recurring charge.

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

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

9.2.2.6.1 The DS-1 Capable Loop is a transmission path between a Central Office network interface at a DS-1 panel or equivalent in a Qwest serving Central Office and the network interface at the end user location. The DS-1 Capable Loop transports bi-directional DS-1 signals with a nominal transmission rate of 1.544 Mbit/s. The end user network interface shall be consistent with Technical Publication 77375.

9.2.2.6.2 The DS-3 Capable Loop is a transmission path between a Qwest Central Office network interface and an equivalent demarcation point at an end user location. The DS-3 Capable Loop transports bi-directional DS-3 signals with a nominal transmission rate of 44.736 Mbit/s. The DS-3 Capable Loop shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS-3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops in areas served by Loop facilities and/or transmission equipment that are not compatible with the requested service. To avoid spectrum conflict within Qwest facilities, Qwest may control the use of certain cables for spectrum management considerations. Qwest will provide in writing the reason why an order was rejected for spectrum management reasons.

9.2.2.8 When CLEC requests an ADSL Compatible Loop, CLEC will use the ADSL Loop Qual tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process tests the circuit for compliance with the design requirements specified in Technical Publication 77384 Issue G.

9.2.2.9 Five (5) provisioning options are available for Unbundled Loop elements. The charge for these provisioning options will vary depending on the type of loop requested and the negotiated contract rate. Rates are contained in Exhibit A of this agreement.

Note: Please refer to Qwest's Technical Publication 77384 Issue G, for the testing parameters.

9.2.2.9.1 **Basic Installation**

Basic Installation may be ordered for new or existing Unbundled Loops.

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

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

9.2.2.9.2 **Basic Installation with Performance Testing**

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

For an existing end-user, the Basic Installation with Performance Testing option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out.

For new end-user service, the Basic Installation with Performance Testing option requires a dispatch to the end-user premises. The COT and Field Technician (CST/NT) complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out.

9.2.2.9.3 **Coordinated Installation with Cooperative Testing**

The Coordinated Installation with Cooperative Testing option may be ordered for new or existing service. For an existing end-user, the Coordinated Installation with Cooperative Testing option is a "lift and lay" procedure with Cooperative

Testing. CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", the Qwest Implementor /Tester contacts CLEC to ensure they are ready for the Installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. The COT completes the installation in the Central Office. Tests requested by CLEC will be performed at this time. Any required test results are read to CLEC by the Qwest Implementor/Tester on close-out. It is important to note that any CLEC requested Unbundled Loop provisioning test not defined in the Qwest Technical Publication 77384 Issue G is billable. For new end-user service, the Coordinated Installation with Cooperative Testing option requires a dispatch to the end-user premises. CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", the Qwest Implementor /Tester contacts CLEC to ensure they are ready for the Installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. The COT and Field Technician (CST/NT) complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Additional tests requested by CLEC will be performed at this time. It is important to note that any CLEC requested Unbundled Loop provisioning test not defined in the Qwest Technical Publication 77384 Issue G is billable.

9.2.2.9.4 Coordinated Installation without Cooperative Testing

The Coordinated Installation without Cooperative Testing option may be ordered for new or existing service. For an existing Unbundled Loop this option remains a "lift and lay" procedure (no Premises Dispatch required) but offers CLEC the ability to coordinate the conversion activity. Again, CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", the Implementor/Tester will contact CLEC to notify them that Qwest is ready to start the installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. Once the work has been completed, the Qwest Implementor advises CLEC that the "lift and lay" procedure has been completed. For new Unbundled Loops, a dispatch may be required to 'tie-down' the new circuit at the customer premises. CLEC may elect to specify that no Dispatch is requested. This will signal Qwest that the Field Technician (CST/NT) will not need to stay on the premises to perform the Coordinated Installation once the circuit is in place. CLEC must designate a specific "Appointment Time" when the LSR is submitted. On the Due Date (DD), at CLEC designated "Appointment Time", after the circuit is in place, the Qwest Implementor /Tester contacts CLEC to ensure they are ready for the installation. If CLEC is not ready within thirty (30) minutes of the scheduled appointment time, then CLEC needs to reschedule the installation by submitting a supplemental LSR. The COT completes the installation in the Central Office. The COT and Implementor/Tester complete the required Performance Tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to CLEC. CLEC is verbally advised that the Installation is complete.

9.2.2.9.5 Basic Installation with Cooperative Testing

Basic Installation with Cooperative Testing option may be ordered for new or existing Unbundled Loops. For an existing end-user, the Basic Installation with Cooperative Testing option is a "lift and lay" procedure with Cooperative Testing on the Due Date. The Central Office Technician (COT) "lifts" the loop from its current termination and "lays" it on a new termination connecting to CLEC. CLEC will be contacted to perform a loop back acceptance test, accept the loop and exchange demarcation information. Any required test results are read to CLEC by the Qwest Implementor/Tester on close-out. For new end-user service, the Basic Installation with Cooperative Testing option requires a dispatch to the end-user premises. The COT and Field Technician (CST/NT) complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. CLEC will be contacted on the due date to perform a loop back acceptance test, accept the loop, and exchange demarcation information.

9.2.2.9.6 Performance Testing

The following are the performance tests generally performed by loop type:

- **2-Wire and 4-Wire Analog Loops**
  No, Opens, Grounds, Shorts, or Foreign Volts

  Insertion Loss = 0 to -8.5 dB at 1004 Hz

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

- **2-Wire and 4-Wire Non-Loaded Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

  Insertion Loss = 0 to -8.5 dB at 1004 Hz

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

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

  Insertion Loss = ≤ 40 dB at 40 kHz

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

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

- **DS3 Capable Loops**
  Continuity Testing

- **ADSL Compatible Loops**
  No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

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

9.2.2.10 Multiplexing of the Unbundled Loop. CLEC may order multiplexing for Unbundled Loops under the same multiplexing provisions and pricing as provided for UDIT, as described in the UNE – UDIT Section of this Agreement.

9.2.2.11 Transmission characteristics may vary depending on the distance between CLEC's end user and Qwest's end office and may vary due to characteristics inherent in the physical network. Qwest, in order to properly maintain and modernize the network, may make necessary modifications and changes to the Unbundled Loops, ancillary and finished services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an end user (and/or its respective agent) and CLEC regarding the disconnection or provisioning of Unbundled Loops, Qwest will advise the end user to contact their CLEC and Qwest will initiate contact with CLEC to resolve the issue.

9.2.2.12.1 If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, CLEC will be responsible to pay the nonrecurring charge for the Unbundled Loop as set forth herein. A charge as reflected in the Proof of Authorization Section will also be billed to CLEC.

9.2.2.12.2 If the end user directs Qwest to disregard CLEC's order for Unbundled Loops, and the end user's Loop has been disrupted in accordance with CLEC's order, the end user's service will be reconnected to the original local service provider.

9.2.2.13 Facilities and lines furnished by Qwest on the premises of CLEC's end user up to and including the NID or equivalent are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate CLEC personnel to accommodate testing and inspection of employees and agents may enter said premises at any reasonable hour to test and inspect such facilities and lines in connection with such purposes or upon termination or cancellation of the Unbundled Loop service to remove such facilities and lines. Such entry is restricted to testing and inspection of Qwest's own property in that facility. Entry for any other purpose is subject to audit provisions in (Audit Section) of this agreement.

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

9.2.2.15 When requested by Qwest, via a Loss Alert from the new Local Service Provider (LSP), the circuit belonging to CLEC will be disconnected. This action is taken by Qwest on Unbundled Loop services where the Loop has been relinquished by an end-user and that Loop is required by Qwest or another CLEC LSP to provide service to that end-user location.

9.2.3 Rate Elements

The following Unbundled Loop Recurring and Non-Recurring rate elements are contained in Exhibit A of this Agreement. Recurring charges will vary based on CLEC selected Installation Options, Conditioning and Extension Technology as necessary.

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

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

9.2.3.3 DS-1 and DS-3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-Recurring rates

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

9.2.3.5 Conditioning Non-Recurring rates for DS-1 and DS3 Capable Loop, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by CLEC.

9.2.3.6 Miscellaneous Charges may include Due Date Change Charges, Design Change Charges, Cancellation Charges, Additional Dispatch Charge, Expedite Order Charge, Additional Engineering, Installation Out of Hours, Maintenance of Service, Premises Work Charges, Additional Cooperative Testing, Non-Scheduled Testing, Automatic Scheduled Testing, Cooperative Scheduled Testing, Manual Testing and Manual Scheduled Testing.

9.2.3.7 Out of Hours Coordinated Installations

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of the normal operating hours are considered to be Out of Hours Installations.

9.2.3.7.2 Intentionally Left Blank

9.2.3.7.3 Intentionally Left Blank

9.2.3.7.4 Intentionally Left Blank

9.2.3.7.5 CLEC will incur additional charges for out of hours coordinated installations. These charges will be the overtime rates.

9.2.4 Ordering Process

9.2.4.1 All Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of this Agreement.

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

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

9.2.4.3.1 Before submitting an order for a Two/Four Wire Nonloaded Loop, ADSL Compatible loop, ISDN Capable Loop or xDSL-I Loop, CLEC must use Qwest's Raw Loop Data capability on its IMA-EDI and IMA-GUI interfaces to obtain specific information about the loop CLEC seeks to order.

9.2.4.3.1.1 Based on the loop make up information provided on Qwest's OSS, CLEC must determine whether conditioning is required to provide the xDSL service it intends to offer. If loop conditioning is required, CLEC must authorize Qwest to perform such loop conditioning on its LSR. If CLEC does not pre-approve loop conditioning, Qwest will assume that CLEC has determined that loop conditioning is not necessary to provide the xDSL service CLEC seeks to offer.

9.2.4.3.1.1.1 If CLEC has pre-approved loop conditioning, and conditioning is not necessary, Qwest will notify CLEC and CLEC may select a firm due date no earlier than the standard interval when conditioning is not required.

9.2.4.3.1.1.2 If CLEC has not pre-approved loop conditioning and Qwest determines that the loop contains load coils, Qwest will notify CLEC and wait for a supplemental LSR approving loop conditioning.

9.2.4.3.1.1.3 If appropriate facilities are not available to fill CLEC's order, and a facility build that would satisfy CLEC's order is scheduled and funded, a FOC will contain the Ready for Service Date.

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

9.2.4.4 The installation intervals for the Analog, Non-Loaded Loops and Digital Capable Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request (LSR). This date is considered the start of the service interval if the order is received prior to 7:00 p.m. The service interval will begin on the next business day for service requests received after 7:00 p.m. This interval may be impacted by order volumes and load control considerations. If more than twenty-five orders are issued at the same end user address, the request will be handled on an individual case basis.

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

9.2.4.6 The service intervals that have been established for voice grade 2-wire and 4-wire analog Unbundled Loops, 2-wire and 4-wire Non-Loaded Loops, ISDN capable Loops, xDSL-I, DS1 and DS3 capable and ADSL qualified Unbundled Loops are set forth in Exhibit C to this Agreement.

9.2.4.7 CLEC may request access to existing fiber and other high capacity loops.

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

9.2.4.9 Fifteen (15) business day interval for Line Conditioning requires CLEC to use the Raw Loop Data Tool (RLD). The RLD is required to verify the availability and status of the local loop facility prior to CLEC submitting any order requiring a conditioned loop. The fifteen (15) business day interval starts when the need for conditioning is identified and removal approved by CLEC.

9.2.4.9.1 When load coils and bridged tap do NOT exist CLEC will request the standard due date interval, upon receipt of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or bridged taps do exist CLEC will request the fifteen (15) calendar day desired due date. CLEC may pre-approve line conditioning on the LSR and agrees to pay any applicable charges.

9.2.4.10 Out of Hours Coordinated Installations

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

9.2.4.10.2 Out of Hours installations permit CLEC to select a coordinated installation outside of Qwest's installation hours. For planning purposes, CLEC shall provide Qwest with at least two (2) weeks notice for out of hours coordinated installations. This notice should include the anticipated coordinated installation appointment times and volumes to be installed out of hours.

9.2.4.10.3 CLEC shall request out of hours coordinated installations by submitting a Local Service Request (LSR) and designating the desired appointment time. In the remarks section of the LSR, CLEC must specify an Out of Hours coordinated installation.

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

9.2.5 Maintenance and Repair

9.2.5.1 CLEC is responsible for its own end user base and will have the responsibility for resolution of any service trouble report(s) from its end users. CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Qwest will work cooperatively with CLEC to resolve

trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. The Parties will cooperate in developing mutually acceptable test report standards. When the trouble is not in Qwest's network, CLEC shall be assessed the applicable time and materials charges.

9.2.5.2 Qwest will perform tests to isolate the service trouble. If no trouble is found, Qwest will notify CLEC. If the trouble is isolated to the Central Office, or a Qwest facility, Qwest will repair, without charge, as long as the trouble is not attributed to CLEC's Collocation equipment, cabling, and/or cross connects. If the trouble is attributed to CLEC's Collocation equipment, cabling or cross connects, Qwest will notify CLEC and charges will apply. If the trouble is on the end user's side of the NID, the trouble will be referred back to CLEC and charges will apply for trouble isolation.

9.2.5.3 When combining separately ordered elements or an element to collocated equipment, CLEC will have responsibility for testing its equipment, network facilities and the Unbundled Loop facility. If Qwest performs tests of the Unbundled Loop facility at CLEC's request, and the fault is not in Qwest's facilities, a Trouble Isolation Charge/Defective Service Isolation charge shall apply. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.3 Sub-Loop Unbundling

9.3.1 Description

9.3.1.1 A Sub-loop is defined as any portion of the loop that it is technically feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, network interface device, minimum point of entry, single point of interconnection, main distribution frame, remote terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI).

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

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

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

9.3.1.2 Standard Sub-Loops available.

9.3.1.2.1 Two-Wire/Four Wire Unbundled Distribution Loop

9.3.1.2.2 DS1 Capable Unbundled Feeder Loop

9.3.1.2.3 Two-Wire/Four Wire Non-loaded Distribution Loop

9.3.1.2.4 Intrabuilding Cable Loop

9.3.1.3 Standard Sub-Loop Access

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

9.3.1.3.2 Accessing Sub-Loops in MTE Terminals: - There are two types of MTE Terminals, (a) "Open MTE Terminals", where Qwest cross-connect devices are not contained within a Qwest Premises, and (b) "Closed MTE Terminals", where Qwest cross-connect devices are contained within a Qwest Premises.

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

9.3.1.3.2.2 Closed MTE Terminals: Sub-Loop Unbundling is available after a CLEC requested FCP has been installed within or adjacent to the Qwest accessible terminal. The FCP is a demarcation point connected to a terminal block from which cross-connections are run to Qwest Sub-Loop elements.

9.3.1.4 Field Connection Point

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

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

9.3.1.4.2.1 The Terms, Conditions, Intervals and Rates for Cross-Connect Collocation are found within this Section.

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

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

9.3.1.5 MTE Point of Interconnection (MTE-POI)

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

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

9.3.1.7. Qwest shall provide access to additional subloop elements to CLEC(s) where facilities are available pursuant to the SRP in Exhibit F.

9.3.2 Standard Sub-Loops Available

9.3.2.1 Distribution Loops

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

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

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest provided facility from the

building terminal inside a MTE to the demarcation point at the end user customer premises inside the same building. This Sub-Loop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent CLEC accesses Sub-Loop in a campus environment from an accessible terminal that serves multiple buildings, CLEC can access these Sub-Loops by ordering a Distribution Loop pursuant to this Section.

9.3.2.2 Feeder Loops

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

9.3.3 Open MTE Terminal Sub-Loop Access: Terms and Conditions

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

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

9.3.3.3 The optimum point and method to access Sub-Loop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

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

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

9.3.3.6 If CLEC connects Qwest's Sub-Loop element to CLEC's facilities using

any temporary wiring or cut-over devices, CLEC shall remove them and install permanent wiring within thirty (30) calendar days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code.

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

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

9.3.3.7.2 If Qwest must construct a new Detached Terminal that is fully accessible to and suitable for CLEC, the interval for completion shall be negotiated between the parties on an individual case basis.

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

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

9.3.4 Detached Terminal and Closed MTE Terminal Sub-Loop Access: Terms and Conditions

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

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

9.3.4.2.1 In a Closed MTE Terminal environment, If there is no space for a building terminal or no accessible terminal from which CLEC can access such Sub-Loop elements, and Qwest and CLEC are unable to negotiate a reconfigured single point of interconnection (SPOI) to serve the MTE, the terms and conditions set forth in this Section shall apply

9.3.4.3 Field Connection Point

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

9.3.4.3.2 The optimum point and method to access Sub-Loop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

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

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

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

feasible.

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

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 CLEC can order Sub-Loop elements through the Operational Support Systems described in the Access to Operational Support Systems Section of this Agreement.

9.3.5.1.2 CLEC shall identify Sub-Loop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Sub-Loop Access

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

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

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

9.3.5.3 Additional Terms for Closed MTE Terminal Sub-Loop Access

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

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

9.3.5.3.3 If Qwest owns the facilities on the customer side of the terminal, CLEC shall notify Qwest in writing of whether the Qwest cross-connect facilities are located within a Closed MTE Terminal. Upon receipt of such notification, the intervals set forth in this Section begin.

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

9.3.5.3.5 If CLEC ordered Intrabuilding Cable Loop, CLEC shall dispatch a technician to run a jumper between its Sub-Loop elements and Qwest's Sub-Loop elements. If CLEC ordered a Sub-loop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between its Sub-loop elements and CLECs Sub-loop elements. In addition, if CLEC ordered a Sub-loop type other than Intrabuilding Cable Loop, CLEC shall not at any time disconnect Qwest facilities or attempt to run a jumper between its Sub-loop elements and Qwest's Sub-loop elements without specific written authorization from Qwest.

9.3.5.3.6 Once the FCP is in place, the Sub-Loop provisioning intervals contained in Exhibit C shall apply.

9.3.5.4 Additional Terms for Open MTE Terminal Sub-Loop Access -- MTE-Access Ordering Process

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

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

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

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

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

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

9.3.5.5 FCP Ordering Process

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

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

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

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

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

9.3.5.5.2.1.3 A Cross-Connect Collocation in a Closed MTE Terminal that contains space for terminal blocks that can be designated for CLEC, shall be provisioned within thirty (30) calendar days from receipt of a written request by CLEC.

9.3.5.5.2.1.4 A Cross-Connect Collocation in a Closed MTE Terminal that does not contain space for CLEC's terminal blocks and must be rearranged or a similar, adjacent Premises installed, shall be provisioned within forty-five (45) calendar days from written request by CLEC.

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

9.3.6 Rate Elements

9.3.6.1 All Sub-Loop Types

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

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

9.3.6.2 [Reserved for future use]

9.3.6.2.1 [Reserved for future use]

9.3.6.3 Additional rates for Detached Terminal and Closed MTE Terminal Sub-Loop Access:

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

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

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

9.3.6.4 Additional Rates for Open MTE Terminal Sub-Loop Access

9.3.6.4.1 Sub-Loop Nonrecurring Charge - CLEC will be charged a non-recurring charge for the time and materials required for Qwest to complete the inventory of CLEC's facilities within the MTE such that Sub-Loop orders can be submitted and processed.

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

9.3.7. Repair and Maintenance

9.3.7.1 Detached Terminal and Closed MTE Terminal Sub-Loop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and CLEC will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 Open MTE Terminal Sub-Loop Access: Qwest will maintain all of its facilities and equipment in the MTE and CLEC will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

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

9.4.1.1 Line sharing occurs on the copper portion of the loop (i.e., copper loop or shared copper distribution). Qwest provides CLECs with the network elements to transport data from Qwest Remote Terminals including unbundled dark fiber, DS1 capable loop, and OCN. Qwest also provides CLECs with the ability to commingle its data with Qwest's, with unbundled packet switching. To the extent additional line sharing technologies and transport mechanisms are identified, and Qwest has deployed such technology for its own use, and Qwest is obligated by law to provide access to such technology, Qwest will allow CLECs to line share in that same manner, provided, however, that the rates, terms and conditions for line sharing may need to be amended in order to provide such access.

9.4.2 Terms and Conditions

9.4.2.1 General

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

9.4.2.1.2 Reserved for Future Use

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

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

9.4.2.1.5 CLEC may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess bridged taps, or electronics subject to

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

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

9.4.2.1.7 CLEC will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center by Wire Center basis. Qwest will keep forecasts confidential and will not share forecasts with any person involved in Qwest retail operations, product planning or marketing. Qwest will keep forecasts confidential and will not share forecasts with any person involved in Qwest retail operations, product planning or marketing. Qwest

9.4.2.2 CLEC Collocation Area Splitter

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

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

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

9.4.2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types

of ITP arrangements for connecting the Qwest network to the CLEC provided splitter, depending on whether CLEC elects to use an ICDF or direct connections.

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

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

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

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If CLEC elects to have POTS splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS splitters will be installed in those Wire centers in one of the following locations: (a) in a relay rack as close to CLEC's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000, on the Cosmic/MDF or in some other appropriate location such as an existing Qwest relay rack or bay. CLEC either may purchase POTS splitters or have Qwest purchase the POTS splitters subject to full reimbursement of the cost of the POTS splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling, and any similar charges

assessed on Qwest by vendors in connection with the purchase of POTS splitters. The POTS splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS splitters, but CLEC will lease the POTS splitters to Qwest at no cost. Qwest may co-mingle the POTS splitters shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS splitters or Qwest's inability to obtain POTS splitters from vendors, if acting as purchasing agent on behalf of CLEC.

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

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

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

9.4.3 Line Sharing Deployment

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

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

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

9.4.3.3.1 CLEC will provide a quarterly forecast to Qwest in advance of placing applications. Upon receipt of the initial forecast, the interval for augments forecasted in the first month will be sixty (60) days. The interval for each subsequent month will be thirty (30) days.

9.4.3.3.2 The forecast must include, at a minimum, the following:

a) The Month in which each application will be sent;

b) The Wire Center by common name for each application;
c) Type of terminations required for each level of connection; and
d) Whether the termination types are the same as existing or, if different, what numbering is requested on the block.

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

9.4.3.3.4 If an application for augmentation is not included in the above forecast, the application will default to the augmentation interval found in the Collocation Section.

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

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop

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

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

9.4.4.2 Non-Recurring Rates for the Shared Loop

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

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

9.4.4.3 Non-Recurring Rates for Tie Cable Reclassification

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

9.4.4.4 Non-Recurring Rates for Maintenance and Repair

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

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

9.4.4.5 Rates for Common Area Splitter Collocation

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

9.4.4.5.2 POTS Splitter Charge – A non-recurring charge will apply for the cost of each POTS splitter purchased by Qwest on behalf of CLEC. This charge will cover the cost of the POTS splitter, plus any associated costs incurred by Qwest to order the POTS splitter.

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

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

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

9.4.5 Ordering Process

9.4.5.1 Shared Loop

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

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

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

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

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

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

9.4.5.2 Common Area Splitter Collocation

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

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

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

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent CLEC has existing DSO TIE Cable terminations extending from an intermediate distribution frame to its Collocation space, CLEC may request that these existing DSO TIE Cable terminations be reclassified for use with Line Sharing. CLEC shall request such reclassification through the same process used to order new terminations.

9.4.6 Repair and Maintenance

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

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

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

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

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

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

9.4.6.3.4 When trouble reported by CLEC is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may

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

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

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

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

9.4.7 Other

9.4.7.1 Qwest and CLEC agree to work together to address and, where necessary and possible, find solutions for the following Line Sharing implementation issues: (i) the development of an effective phased process for handling CLEC orders for the HUNE; which reflect different end user action scenarios including but not limited to: end user changes or disconnects data service provider and/or end user orders new voice and data service simultaneously; (ii) Qwest's ability to handle the existing and forecasted volume of CLEC orders for the HUNE; (iii) Qwest's ability to make loop assignments for the existing and forecasted volume of CLEC orders for the HUNE; (iv) the ability of Qwest and CLEC to coordinate repairs; (v) the experience and education of the Shared Loop end user; (vi) CLEC's forecasts of HUNE orders; and (vii) the process for conditioning Shared Loops by removing load coils and excess bridged taps; and (viii) the ability of CLEC to order a HUNE to serve end users over fiber-fed loops, including loops comprised of digital loop carrier facilities.

9.5 Network Interface Device (NID)

9.5.1 Description

The NID is defined as any means of Interconnection of end-user customer premises wiring to the incumbent LEC's distribution plant, such as a cross connect device used for that purpose. An incumbent LEC shall permit a requesting Telecommunications Carrier to connect its own loop facilities to on-premises wiring through the incumbent LEC's network interface device, or at

any other technically feasible point. The NID then carries with it all features, functions and capabilities of the facilities used to connect the loop distribution plant to the customer premises wiring, regardless of the particular design of the NID mechanism. The modular NID is divided into two (2) components one containing the over-voltage unit (protector), buried service wire and drop terminals; the other containing the end user's inside wire, the inside wire terminals and a modular plug which connects the inside wire to the dial tone source. The non-modular NID is a protector block with the inside wire terminated directly on the dial-tone source. The NID provides a protective ground connection, provides protection against lightning and other high voltage surges and is capable of terminating cables such as twisted pair cable. If CLEC orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID will remain in place and continue to carry the signal to the end user's equipment.

9.5.2 Terms and Conditions

9.5.2.1 CLEC can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other technically feasible Interconnection point is required. If CLEC installs its own NID, CLEC may connect its NID to the Qwest NID by placing a cross-connect between the two (2). When provisioning a NID to NID connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement and charges will be assessed for the NID and for the time associated with the request. If CLEC is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should either Party remove the other Party's facilities from the other Party's NID.

9.5.2.1.1 Qwest shall allow CLEC to connect its loops directly to Qwest's NID enclosures that have additional space and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. These connections cannot be made in a splice case and such connections must be in compliance with the appropriate sections of FCC 88-57, NESC Sec. 315, and NEC Sec. 800-30. CLEC agrees to pay for the use of the Qwest NID in accordance with the schedules set forth in Exhibit A of this Agreement.

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

9.5.2.1.3 Where environmental conditions permit, either Party may remove the inside wire from the NID and connect that wire to that Party's own NID.

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

9.5.2.1.5 Upon CLEC request, Qwest will make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting CLEC. Such charges will be billed to the requesting CLEC.

9.5.2.2 Qwest will retain sole ownership of the Qwest NID and its contents on Qwest's side. Qwest is not required to proactively conduct NID change-outs, on a wide

scale basis. However, Qwest will change the NID on an individual request basis by CLEC. Qwest is not required to inventory NID locations on behalf of CLEC.

9.5.3 Rate Elements

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

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

9.5.4 Ordering Process

9.5.4.1 When CLEC submits an LSR for an Unbundled Loop, CLEC will indicate in the Loop Service form if a modular NID is required at the end user's location. Stand-alone NIDs are ordered using the remarks section of the LSR form. Ordering processes and installation intervals are contained in the Support Functions Section of this Agreement.

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to a location and finds the existing protector in a state of disrepair, the protector will be replaced with a new modular NID at no cost to CLEC. If Qwest is dispatched to an end user's location on a maintenance issue and finds the modular NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides CLEC with a network element of a single transmission path between Qwest end offices, Serving Wire Centers or tandem switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides the CLEC with a bandwidth specific transmission path between the Qwest Serving Wire Center to the CLEC's Wire Center or an IXC's point of presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-

rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow CLEC to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if CLEC has an Interconnection agreement containing access to UDIT with the connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. CLEC can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 multiplexer provides CLEC with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a demarcation point and 28 DS1 signals terminated at a demarcation point. A 1/0 multiplexer provides CLEC with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a demarcation point and 24 DS0 signals terminated at a demarcation point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that CLEC is ordering access to a UNE Combination, including combinations of UDIT and EUDIT, Qwest will perform requested and necessary cross-connections between UNEs in the same manner that it would perform such cross-connections for its end user customers or for itself. If not ordered as a combination, CLEC is responsible for performing cross connections within its Collocation or other mutually determined demarcation points between UNE's and ancillary or finished services, and for transmission design work including regeneration requirements for such connections. Such cross-connections will not be required of CLEC when CLEC orders a continuous dedicated transport element from one point to another.

9.6.2.2 CLEC must order all multiplexing elements (if it chooses the multiplexing option) and regeneration requirements with its initial installation for the 3/1 multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by CLEC, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section, CLEC may utilize any form of Collocation at both ends of the UDIT. Collocation is required at only one end of EUDIT. When UDIT and EUDIT are ordered together to form a single transmission path, Collocation at the Qwest Serving Wire Center is not required. If regeneration is required only between the UDIT or EUDIT termination point (the DSX panel or equivalent) and CLEC's Collocation, CLEC must order such regeneration pursuant to this Section and the charges listed in Exhibit A will apply.

9.6.2.4 CLEC shall not use unbundled interoffice transport as substitutes for special or Switched Access Services, except to the extent CLEC provides such services to its end user customers in association with local Exchange Services or to the extent that such UNEs meet the significant amount of local exchange traffic requirement set forth in this Section.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to the CLEC's serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by CLEC.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center.

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.1.1 DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.1.2 DS1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.1.3 DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and CLEC Wire Center or IXC point of presence. This is a non-distance sensitive rate element.

9.6.3.1.4 DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

9.6.3.1.5 DS1 EUDIT Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT Facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.2.1 DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.2.2 DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between

Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.2.3 DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

9.6.3.2.4 DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

9.6.3.2.5 DS3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT Facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.3.1 DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.3.2 DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.3.3 DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.4.1 OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.4.2 OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.4.3 OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

9.6.3.4.4 OC-3 Non-Recurring Charge. One-time charges apply for a

specific work activity associated with installation of the OC-3 service.

9.6.3.4.5 OC-3 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

9.6.3.5.1 OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

9.6.3.5.2 OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-12 UDIT. The mileage is calculated between the originating and terminating offices.

9.6.3.5.3 OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and CLEC's serving Wire Center or IXC point of presence. This is a non-distance sensitive element.

9.6.3.5.4 OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

9.6.3.5.5 OC-12 EUDIT Facility Non-Recurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

9.6.3.7.1 Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

9.6.3.7.2 Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the Multiplexing service.

9.6.3.8 1/0 Multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

9.6.3.8.1 Recurring Multiplexing Charge. The DS0 Central Office Multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

9.6.3.8.2 Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.

9.6.3.8.3 Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a non-recurring charge for each individual channelization provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this Agreement.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of this Agreement.

9.6.4.1.2 Reserved for Future Use

9.6.4.1.2.1 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C to this Agreement.

9.6.4.1.3 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

a) Service date changes;
b) Partial cancellation;
c) Design change; and
d) Expedited order.

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

9.6.4.1.5 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to CLEC demarcation point and will notify CLEC when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the demarcation point and all multiplexing cards. CLEC must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by CLEC at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests when installing UDIT service.

9.6.4.6 Reserved for Future Use

9.6.5 Maintenance and Repair

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

9.6.6 Rearrangement

9.6.6.1 CLEC can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on CLEC's demarcation point or to change UDIT or EUDIT options. These rearrangements are available through a single office or dual office request. Single office rearrangements are limited to the change in options or movement of terminations within a single Wire Center. Dual office rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If CLEC desires a coordinated rearrangement of terminations or option changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 CLEC will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a CLEC Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an end user customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed loop or section of a deployed loop between a Qwest Wire Center and an end-user customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a CLEC Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with

capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provided access to another person or entity.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide CLEC with non-discriminatory access to UDF in accordance within this Section. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own end user customers.

9.7.2.2 Reserved for Future Use.

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

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

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

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

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

issue, during the pendency of the proceeding before the Commission. If Qwest fails to initiate such proceeding within such seven (7) day period, CLEC's request to unbundle Dark Fiber shall be reinstated and the ordering and provisioning processes of this Section shall continue.

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

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

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

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

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

9.7.2.11 Reserved for Future Use.

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

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

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

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

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

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

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

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

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

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

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

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

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

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an end user premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a CLEC Wire Center.

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

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

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

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

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

9.7.3.3.1 **Termination at an Outside Plant Structure**: If CLEC requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

9.7.3.3.2 Reserved for Future Use

9.7.3.3.3 **Termination at Qwest Wire Center, End-user Premises or CLEC Wire Center:** If spare fiber is available, and CLEC chooses to proceed, and the request is for UDF-IOF, UDF-Loop going to an end-user premises, or E-

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UDF going to a CLEC Wire Center, Qwest will begin the provisioning process upon notification from CLEC to proceed and the receipt of fifty percent (50%) of the non-recurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. CLEC will be notified that provisioning is complete and the remaining non-recurring charges and associated recurring charges will be billed.

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

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

9.7.4 Maintenance and Repair

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

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

9.7.5 Rate Elements

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

9.7.5.1.1 Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by CLEC. A simple IRI determines if UDF is available between two Qwest Wire Centers or between a Qwest Wire Center and Qwest customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber

route. Qwest will bill CLEC the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

9.7.5.1.2 Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to CLEC at locations other than Qwest Wire Centers or an end-user premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and customer premises (i.e., IRI). If FVQP is applicable pursuant to this Section and CLEC orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

9.7.5.1.3 Field Verification. This rate element is a work effort performed at CLEC's option before placing a request to reserve UDF to verify the availability of UDF that CLEC desires to reserve.

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

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

9.7.5.2.1.1 UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

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

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

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

9.7.5.2.2.1 UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the customer

premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

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

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

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

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

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

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

9.8 *Shared Interoffice Transport*

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one carrier, including Qwest, between end office switches, between end office switches and tandem switches (local and access tandems), and between tandem switches.

9.8.2 Terms and Conditions

9.8.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the switch will direct both Qwest and CLEC traffic over Qwest's interoffice message trunk network.

9.8.2.2 CLEC may custom route operator services or directory assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

9.8.2.3.1 Provide Shared Transport in a way that enables the traffic of CLEC to be carried on the same transport facilities that Qwest uses for its own traffic;

9.8.2.3.2 Provide Shared Transport transmission facilities between end office switches, between end office and tandem switches, and between tandem switches in its network;

9.8.2.3.3 Permit CLEC that purchases unbundled Shared Transport and unbundled switching to use the same routing table that is resident in Qwest's switch;

9.8.2.3.4 Permit CLEC to use shared (or dedicated) transport as an unbundled element to carry originating access traffic from, and terminating to, customers to whom the CLEC provides local Exchange Service.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a Port, unless specified differently by CLEC. Installation intervals are incorporated in the Unbundled Line Port and are listed in the Interconnect and Resale Resource Guide.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of unbundled network elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS Port is connected to the demarcation point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 Port functionality, CLEC will order a DS1 UCCRE Port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's end users.

9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

9.9.3.1.1 DS1 Port;
9.9.3.1.2 DS3 Port;
9.9.3.1.3 Dial Up Access; and
9.9.3.1.4 Attendant Access.

9.9.3.2 Non-recurring rate elements include:

9.9.3.2.1 DS1 Port;
9.9.3.2.2 DS3 Port; and
9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in the Interconnection and Resale Resource Guide and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated due date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

9.10 Local Tandem Switching

Qwest shall provide access to local tandem switching in a non-discriminatory manner according

to the following terms and conditions.

9.10.1 Description

9.10.1.1 Access to local tandem switching includes the facilities connecting the trunk distribution frames to the switch and all the features, functions, and capabilities of the switch itself, including those facilities that establish a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the features, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any, rather than in separate end-office switches.

9.10.2 Terms and Conditions

9.10.2.1 If CLEC obtains its local tandem switching from a third party tandem provider, tandem to tandem connections will be required between Qwest and the third party tandem provider. The tandem-to-tandem connections must be local Interconnection trunk-type trunk connections, and will be provided by CLEC.

9.10.2.2 The requirement to provide access to unbundled local tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the features, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment in a Qwest local tandem.

9.10.3 Rate Elements

9.10.3.1 A DS1 Tandem Trunk Port is a 4-wire DS1 trunk side switch Port terminating at a DS1 demarcation point and incurs a non-recurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a non-recurring charge to establish trunk group members.

9.10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

9.10.4 Ordering Process

9.10.4.1 Requests for DS1 Tandem Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UNEs-UDIT Section of this Agreement.

9.10.5 Maintenance and Repair

9.10.5.1 The Parties will perform cooperative testing and trouble isolation to

identify where trouble points exist. CLEC cross connections will be repaired by CLEC and Qwest cross connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.11 Local Switching

Qwest shall provide access to Unbundled Local Switching in a non-discriminatory manner according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Access to Unbundled Local Switching encompasses line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's end-user customers. Unbundled local switching also includes access to all vertical features that the switch is capable of providing, as well as any technically-feasible customized routing functions. Moreover, CLEC may purchase Unbundled Local Switching in a manner that permits CLEC to offer, and bill for, exchange access and termination of EAS/local traffic.

9.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's switch, as necessary to provide access to Shared Transport. Shared Transport is described earlier in this Section of this Agreement.

9.11.1.3 Unbundled Local Switching also permits CLEC to purchase a dedicated trunk Port on the local switch. CLEC may direct originating traffic to such a dedicated trunk via customized routing.

9.11.1.4 Line ports include:

a) Analog Line Port; and

b) Digital Line Port.

9.11.1.5 Trunk ports include:

a) DS1 Local Message Trunk Port.

9.11.1.6 The following are attributes of line ports:

9.11.1.6.1 Telephone Number;

9.11.1.6.2 Directory Listing;

9.11.1.6.3 Dial Tone;

9.11.1.6.4 Signaling (loop or ground start);

9.11.1.6.5 On/Off Hook Detection;

9.11.1.6.6 Audible and Power Ringing;

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9.11.1.6.7 Automatic Message Accounting (AMA) Recording;

9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and

9.11.1.6.9 Blocking Options (900 services).

9.11.1.7 Analog Line Port. The analog line Port is a two wire interface on the line-side of the end office switch that is extended to the MDF. A separate ITP must be ordered for each analog line-side Port to provide the connection from the MDF to the demarcation point. The analog line Port enables CLEC to access vertical features.

9.11.1.8 Vertical features are software attributes on end office switches. Vertical features are available separately and are listed in Exhibit E of this Agreement. If features that are loaded on Qwest's switch(es) are migrated to AIN for Qwest's own use, the switch software for such features will be retained on the Qwest switch(es) for the use of CLEC and CLEC's end user customers.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) line-side switch connection with BRI ISDN voice and data basic elements. The BRI ISDN Port has InterLATA and IntraLATA (where available) carrier choice, access to 911, and Qwest Operator Services. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.9.2 Vertical features for the Digital Line Side Port supporting BRI/ISDN include the following:

a) 2 B & D;

b) 2 Primary Directory Numbers (PDNs);

c) Call Appearances – Two per Terminal;

d) Normal Ringing; and

e) Caller ID Blocking per call.

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message Traffic). A DS1 Trunk Port is a DS1 trunk side switch Port that is extended to the trunk main distributing frame and is connected to the demarcation point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of

supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 trunk-side switch Port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility Port.

9.11.1.11.1.1 Primary Rate ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN-equipped Qwest Central office.

9.11.1.11.1.3 The PRI central office trunk Port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

9.11.1.11.1.4 PRI ISDN comes with the following standard features where technically feasible:

a) 2B+D;
b) Direct Inward Dialing (DID);
c) Direct Outward Dialing DOD);
d) Calling Number Identification;
e) Calling Number Identification Blocking –All Calls;
f) Circuit Switched Data or Voice Data.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the

exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that requires DID ports.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

9.11.1.12 DS0 Analog Trunk Ports are available on an individual case basis.

9.11.2 Terms and Conditions

9.11.2.1 CLEC may purchase access to all vertical features that are loaded in Qwest's end office switch. CLEC may request features that are not activated and/or not loaded in a Qwest end office switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If CLEC requests activation and/or loading of features in a switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local switch ports include CLEC use of Qwest's signaling network for traffic originated from the line-side switching Port. CLEC access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own end user customers.

9.11.2.3 CLEC shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled switch Port ordered. Additional 911/E911 provisions are contained in the Ancillary Services Section of this Agreement.

9.11.2.4 The line-side Port includes the connection between the end office switch and the MDF. The connection from the MDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The trunk-side Port includes the connection between the end office switch and the TMDF. The connection from the TMDF to the demarcation point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The demarcation point for line-side and trunk-side ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Switching (Shared Transport) does not constitute a UNE, and is therefore not available at UNE rates when the end-user customer to be served with Unbundled Local Switching has four access lines or more and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). This exception

applies to density zone 1 as it was defined by Qwest on January 1, 1999,

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	CLLI	Wire Center Name
Denver	DNVRCOCH	Capitol Hill
	DNVRCOCP	Curtis Park
	DNVRCODC	Dry Creek
	DNVRCOMA	Denver Main
	DNVRCONO	Denver North
MPLS/St. Paul	MPLSSMNDT	Minn.Downtown
	STPLMNBE	St. Paul Beech
	STPLMNMK	St. Paul Market
Phoenix	PHNXAZMA	Phoenix Main
	PHNXAZNO	Phoenix North
Portland	PLTDOR69	Portland Capitol
Salt Lake City	SLKCUTMA	Salt Lake Main
Seattle/Tacoma	STTLWA06	Seattle Main
	STTLWAEL	Seattle Elliott

9.11.2.5.1.1 For end user customers located within the Wire Centers specified above, CLEC will determine whether end user customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the end user customer is served by four access lines or more, CLEC will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines CLEC intends to serve an end user customer within a Wire Center specified above.

9.11.2.5.3 Reserved for Future Use.

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a loop shall not count as a second line.

9.11.2.5.6 End-users shall be considered individually in MDU buildings or any other multiple use or high-rise building or campus configuration, as long as they are individually billed as the customer of record.

9.11.2.5.7 When a CLEC's end user customer with three lines or fewer served by UNE-P or unbundled switching adds lines so that is has four or more

lines, CLEC shall do one of the following within sixty (60) days from the date the fourth line is added: 1) CLEC may retain such UNE-P lines as UNE-P Combinations and the rate for such UNE-P Combinations is currently under development; or 2) CLEC shall convert such lines from UNE-P lines or unbundled switching to resale rates or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one line.

9.11.2.6 CLEC must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

9.11.2.7 CLEC is required to subscribe to a sufficient number of trunk ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to CLEC on an individual case basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to CLEC on an individual case basis.

9.11.2.10 Qwest will provide access to Centrex Customer Management System ("CMS") with unbundled switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture ("ONA") rules for network disclosure. Should the ONA rules be modified so that network disclosure is no longer required, this Agreement shall be modified to include provisions for disclosure of network interface changes.

9.11.3 Rate Elements

9.11.3.1 Each Port type described above will have a separate associated Port charge, including monthly recurring charges and one-time non-recurring charges, which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of Unbundled Local Switching. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Non-recurring charges are incurred for the trunk Port, first trunk and each additional trunk.

9.11.3.3 Local usage will be measured and billed on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching are under development. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains the UNE rates and

the market rates for this component of Unbundled Local Switching are under development. UNE Rates apply unless the end-user customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when CLEC orders additional vertical features to an existing Port.

9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and switch-activated Vertical Features are contained in Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (LSR/ASR).

9.11.4.2 Switch-activated Vertical Features shall be ordered using the LSR (Local Service Request) process as described in the Interconnect & Resale Resource Guide.

9.11.4.3 Vertical Features that are loaded in a switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to the CLEC within fifteen (15) business days of receipt of the Interconnect & Resale Resource Guide.

9.11.4.4 Vertical Features that are not loaded in a switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to the CLEC on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the Special Request.

9.11.4.5 Unbundled local switch ports are required when ordering unbundled Shared Transport as described in the Interconnect & Resale Resource Guide.

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

Qwest shall provide CLEC with usage information necessary to bill for InterLATA and IntraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

9.11.5.2 Retail Service(s)

Qwest shall provide CLEC with information necessary for CLEC to bill its end user customers in the form of the actual information that is comparable to the information Qwest uses to bill its own end user customers.

9.11.5.3 Reciprocal Compensation

Qwest shall provide CLEC with information to bill for reciprocal compensation for the transport and termination of telecommunications in the form of either terminating local/EAS usage data or a reasonable surrogate for this information.

9.12 Customized Routing

9.12.1 Description

9.12.1.1 Customized Routing permits CLEC to designate a particular outgoing trunk that will carry certain classes of traffic originating from CLEC's end-users. Customized routing enables CLEC to direct particular classes of calls to particular outgoing trunks which will permit CLEC to self-provide or select among other providers of interoffice facilities, operator services and directory assistance. Customized routing is a software function of a switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.12.1.2 CLEC may elect to route its end-user customers' traffic in the same manner as Qwest routes its end-user customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new CLEC line class code(s) required for custom or unique CLEC routing requests, as described in this Section.

9.12.2 Terms and Conditions

9.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.12.2.2 CLEC has two options by which to route its end-user customers' calls:

9.12.2.2.1 CLEC may elect to route all of its end-user customers' calls in the same_manner as Qwest routes its end-user customers' calls. This option allows CLEC to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to CLEC.

9.12.2.2.2 CLEC may elect to custom route its end-user customers' calls differently than Qwest routes its end user customer traffic. CLEC may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new CLEC line class code(s). If a CLEC line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.12.2.3 In both option (a) and (b) above, CLEC shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to CLEC for inclusion in CLEC LSR (Local Service Request).

9.12.3 Rate Elements

9.12.3.1 Charges for development of a new CLEC line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an individual case basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit

A. Installation charges for all other custom routing arrangements shall be billed on an individual case basis for each switch in which the code is deployed.

9.12.4 Ordering Process

9.12.4.1 CLEC shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the Interconnect & Resale Resource Guide for a copy of the Service Inquiry.

9.12.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and desired due dates.

9.12.4.3 Qwest will provide CLEC a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If Customized Routing is requested, CLEC shall submit a fifty percent (50%) deposit for the establishment and deployment of a new CLEC line class code(s). Qwest will assign a new CLEC line class code(s) and provide it to CLEC for inclusion in the LSR (Local Service Request) which CLEC will subsequently issue for deployment of the line class code(s) by Qwest.

9.12.4.5 If CLEC elects to route their end-users' calls in the same manner in which Qwest routes its end-user customers' calls, establishment and deployment charges for new CLEC line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to CLEC for inclusion in the LSR (Local Service Request).

9.12.4.6 CLEC must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

9.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Maintenance and Repair processes contained in this Agreement.

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 this Section. Access to Qwest's signaling network provides for the exchange of signaling information 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 the Interconnection Section of this Agreement. 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 this Section.

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 Telcordia 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 herein 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, 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 the Ancillary Services Section of this Agreement, AIN in this Section, LIDB in this Section, 8XX in this Section, and ICNAM in this Section.

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 A 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

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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 the Access to Operational Support Systems Section of this Agreement.

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 this Agreement. 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 this Section) 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 CLEC switch for AIN message transmission to assure quality performance as described in this Section. 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.

9.14.4.1.1 Within five business days of an inquiry, Qwest will provide CLEC with the Service Request Form.

9.14.4.1.2 Within ten business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

9.14.4.1.3 Within 15 business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with CLEC to review the Service Request.

9.14.4.1.4 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.

9.14.4.1.5 Within thirty (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.

9.14.4.1.6 Within ninety (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

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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 Telcordia's GR-446-CORE defines the interface between the administration system and LIDB including specific message formats (Telcordia'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; Intentionally Left Blank) 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.

9.15.2.3.5 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.

9.15.2.4 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.

9.15.2.5 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 Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

9.15.3.2.4 Qwest will include CLEC-provided data in Qwest's LIDB in accordance with LIDB Section of this Agreement, 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 Inquiry 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 CLEC must furnish Qwest a Proof of Authorization to prove that they have CLEC 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 thirty (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 (Telcordia, 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) (Telcordia, 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 (Telcordia, October 1995);

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

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

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

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows CLEC to query Qwest's ICNAM database and secure the listed name information for the

requested telephone number (calling number), in order to deliver that information to CLEC's end users.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the Calling Name Delivery Service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other appropriate request). CLEC is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

9.17.2.2 In response to proper signaling queries, Qwest will provide CLEC with ICNAM database end user information if the calling party's end user information is stored in the Qwest ICNAM database. As a result, the called party end user can identify the calling party listed name prior to receiving the call, except in those cases where the calling party end user has its ICNAM information blocked.

9.17.2.3 Qwest will allow CLEC to query Qwest's ICNAM database in order to obtain ICNAM information which identifies the calling party end user.

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from CLEC's network to Qwest's local STP is provided via Links, which are described and priced in the CCSAC/SS7 Section of this Agreement.

9.17.2.5 CLEC shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

a) Telcordia-SS7 Specification, TR-NPL-000246;
b) ANSI-SS7 Specifications;
c) Message Transfer Part T1.111;
d) Signaling Connection Control Part T1.112;
e) Transaction Capabilities Application Part T1.114;
f) Telcordia-CLASS Calling Name Delivery;
g) Generic Requirements, TR-NWT-001188; and
h) Telcordia-CCS Network Interface Specifications, TR-TSV-000905.

9.17.2.6 CLEC acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. CLEC will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States telecommunications industry. All such changes shall be announced in advance and coordinated with CLEC.

9.17.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. CLEC acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

9.17.2.8 CLEC acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. CLEC further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to CLEC any instances where overload controls are invoked due to CLEC's SS7 network, and CLEC agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for CLEC's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by CLEC.

9.17.2.10 CLEC shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, CLEC will not reveal that caller's name or number to the called party (CLEC's end user). CLEC will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

9.17.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. CLEC agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. CLEC will prohibit its end users from copying, storing, maintaining, or creating any table or database of any kind from any response provided by CLEC to its end user after CLEC initiated an ICNAM query to Qwest's ICNAM database.

9.17.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if CLEC's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service.

9.17.3 Rate Elements

9.17.3.1 Rate elements for ICNAM services are contained in Exhibit A of this Agreement.

9.17.4 Billing

9.17.4.1 CLEC agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided.

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9.17.4.2 ICNAM rates will be billed to CLEC monthly by Qwest for the previous month.

9.17.5 Ordering Process

9.17.5.1 CLEC shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services.

9.17.5.2 If CLEC has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin thirty (30) days after Qwest has received from CLEC its database information.

9.17.5.3 If CLEC has no existing end-user base, then ICNAM service will begin seven (7) days after Qwest receives the CLEC order.

9.18 Additional Unbundled Elements

CLEC may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request which requires construction of network capacity, facilities, or space for access to or use of Unbundled Loops. When Qwest constructs to fulfill CLEC's request for Unbundled Loops, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through non-recurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section of this Agreement. When the CLEC orders the same or substantially similar service available to Qwest end user customers, nothing in this Section shall be interpreted to authorize Qwest to charge CLEC for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest end user customer.

9.20 Unbundled Packet Switching

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

9.20.1 Description

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

9.20.2 Terms and Conditions

9.20.2.1 CLEC may obtain unbundled packet switching only when all four of the

following conditions are satisfied in a specific geographic area:

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

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

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a remote Qwest Premises but has not permitted CLEC to collocate its own DSLAM at the same remote Qwest Premises.

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

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

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

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

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

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

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

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

9.20.3 Rate Elements

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

9.20.3.1.1 DSLAM - –Both a non-recurring rate and a recurring rate shall

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apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7 Mbps.

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

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

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

9.20.4 Ordering Process

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

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

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

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

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

9.20.5 Maintenance and Repair

Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest. Maintenance and Repair processes are contained in the Access to Operational Support Systems Section of this Agreement.

9.21 UNE-P Line Splitting

9.21.1 Description

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

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 CLEC may order the insertion of a POTS splitter or DLEC may order the insertion of a POTS splitter with an LOA from CLEC. Qwest is not responsible for providing the splitter, filter(s) and/or other equipment necessary for the end user to receive separate voice and data service across a single copper loop.

9.21.2.1.2 The POTS splitter must be previously provisioned in the end user Central Office. The POTS splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service. Such services that currently are presumed to meet this standard are ADSL, RADSL, G.lite and Multiple Virtual Line transmission systems. In the future, additional services may be used by DLEC to the extent those services are deemed acceptable for UNE-P Line Splitting deployment under applicable FCC rules.

9.21.2.1.4 CLEC may authorize only one DLEC at any given time to provide advanced data service on any given UNE-P.

9.21.2.1.5 CLEC, or DLEC with appropriate LOA, will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared loops to remove load coils and excess bridged taps. If CLEC/DLEC requests conditioning and such conditioning significantly degrades the voice services on the loop of the UNE-P to the point that it is unacceptable to CLEC, CLEC shall pay the conditioning rate set forth in Exhibit A to recondition the loop.

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

9.21.2.1.7 Reserved for Future Use

9.21.2.1.8 POTS splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.3 Rate Elements

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

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 UNE-P Line Splitting Charge - A monthly recurring charge to recover the additional costs associated with the use of Line Splitting on UNE-P.

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

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

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

9.21.3.3 Non-Recurring Rates for Maintenance and Repair

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

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

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

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

be performed until mutually agreed to permanent rates are established or permanent rates are set established by the Commission.

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

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

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

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

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

9.21.5 Billing

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

9.21.5.2 Qwest shall bill CLEC as the customer of record for all recurring and non-recurring Splitting rate elements.

9.21.6 Repair and Maintenance

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

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

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

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

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

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

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

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

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

9.21.6.6 Qwest, CLEC and DLEC will work together to address end user initiated

repair requests and to prevent adverse impacts to the end user.

9.22 Reserved for Future Use

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide CLEC with non-discriminatory access to combinations of unbundled network elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to CLEC UNE Combinations on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other applicable laws. The methods of access to UNE Combinations described in this Section are not exclusive. Qwest will make available any other form of access requested by CLEC that is consistent with the Act and the regulations thereunder. CLEC and Qwest agree that the UNEs identified in this Agreement are not exclusive and that pursuant to changes in Existing Rules, or the Bona Fide Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c (3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or state Commission. CLEC shall be entitled to access to all combinations' functionality as provided in FCC rules and other applicable laws. Qwest shall not require CLEC to access any UNE combinations in conjunction with any other service or element unless specified in this Agreement or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE combinations(s) accessed by CLEC except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundled and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to the Interpretation and Construction Section of this Agreement. CLEC and Qwest agree that the UNEs identified herein are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other applicable laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 In addition to the UNE combinations provided by Qwest to CLEC hereunder, Qwest shall permit CLEC to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by CLEC or provided by third parties to CLEC in order to provide telecommunications service. UNE Combinations will not be directly connected to a Qwest finished service, whether found in a tariff or otherwise, without going

through a Collocation, unless otherwise agreed to by the parties. Notwithstanding the foregoing, CLEC can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.3 When ordered in combination, UNEs that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by CLEC. Network elements to be provisioned together shall be identified and ordered by CLEC as such. When CLEC orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected and functional without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for CLEC UNEs that are ordinarily combined in Qwest's network, provided that facilities are available.

9.23.1.5 When ordered in combination, Qwest will combine for CLEC UNEs that are not ordinarily combined in Qwest's network, provided that facilities are available and such combination:

9.23.1.5.1 Is technically feasible;

9.23.1.5.2 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine CLEC UNEs with Qwest UNEs, provided that facilities are available and such combination:

9.23.1.6.1 Is technically feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on

rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all CLECs requesting access to that UNE Combination; and, where technically feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete.

9.23.3.2 UNE-P-POTS: 1FR/1FB lines are available to CLEC as a UNE Combination. UNE-P POTS is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, and Shared Transport. All the Vertical Switch Features that are technically feasible for POTS or elements in this Agreement. are available with UNE-P-POTS.

9.23.3.3 UNE-P-PBX: PBX Trunks are available to CLEC as a UNE Combination. There are two types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following unbundled network elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the Vertical Switch Features that are technically feasible for Analog and DID PBX Trunks are available with UNE-P-PBX.

9.23.3.4 UNE-P-DSS: Digital Switched Service (DSS) is available to CLEC as a UNE Combination. UNE-P-DSS is comprised of the following unbundled network elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the Vertical Switch Features that are technically feasible for Digital Switched Service are available with UNE-P-DSS.

9.23.3.5 UNE-P-ISDN: ISDN lines are available to CLEC as a UNE Combination. All the Vertical Switch Features that are technically feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

9.23.3.5.1 Basic rate (UNE-P-ISDN-BRI) is comprised of the following unbundled network elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and

9.23.3.5.2 Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following unbundled network elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

9.23.3.6 UNE-P-Centrex: Centrex Service is available to CLEC as a UNE Combination. Centrex is comprised of the following unbundled network elements: Analog - 2 wire voice grade loop, Analog Line Side Port, and Shared Transport. All the Vertical Switch Features that are technically feasible for Centrex service are available with UNE-P-Centrex.

9.23.3.6.1 CLEC may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in this Section.

9.23.3.6.2 Qwest will provide access to Customer Management System ("CMS") with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a combination of loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. Other existing bandwidths can be ordered through the Special Request Process set forth in Exhibit F. Qwest has two EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P).

9.23.3.7.1 Unless CLEC is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to CLEC's request for a particular EEL, CLEC cannot utilize combinations of unbundled network elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless CLEC establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular end-user customer.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) conditions must exist:

9.23.3.7.2.1 CLEC must certify to Qwest that it is the exclusive provider of an end user customer's local Exchange Service and that the loop transport combination originates at a customer's premises and that it terminates at CLEC's Collocation arrangement in at least one Qwest central office. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 CLEC must certify that it provides local exchange and exchange access service to the end user customer's premises and handles at least one-third (1/3) of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the loop portion of the loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire loop facility has at least ten percent (10%) local voice traffic; and the loop/transport combination originates at a customer's premises and terminates at CLEC's Collocation arrangement in at least one Qwest central office; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 CLEC must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and

terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire loop facility has at least thirty-three percent (33%) local voice traffic; and if a loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, CLEC does not need to provide a defined portion of the end user customer's local service, but the active channels on any loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When CLEC certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, CLEC shall indicate in the certification letter under which local usage option, set forth in this Section, it seeks to qualify the circuit.

9.23.3.7.2.5 CLEC's local service certification shall remain valid only so long as the CLEC continues to satisfy one of the three options set forth in this Section of this Agreement. CLEC must provide a service order converting the EEL to a Private Line/Special Access Circuit to Qwest within thirty (30) days if CLEC's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of CLEC's records according to the following guidelines:

a) Qwest may, upon thirty (30) days written notice to a CLEC that has purchased loop/transport combinations as UNEs, conduct an audit to ascertain whether those loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

b) CLEC shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's Unbundled Loop-transport combination is configured to provide local Exchange Service in accordance with its certification.

c) An independent auditor hired and paid for by Qwest shall perform any audits, provided, however, that if an audit reveals that CLEC's EEL circuit(s) do not meet or have not met the certification requirements, then CLEC shall reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest shall not exercise its audit rights with respect to a particular CLEC (excluding affiliates) more than once in any calendar year, unless an audit finds noncompliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection Agreement between CLEC and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection Agreement between CLEC and Qwest to audit for compliance with the local exchange traffic requirements described herein. Qwest shall not require an audit as a prerequisite to provisioning EELs.

i) CLEC shall maintain appropriate records to support its certification. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at CLEC's Collocation arrangement in at least one Qwest central office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of this Section on average for two consecutive months for which data are available, then the EEL shall be converted to special access or private line rates within thirty (30) days.

9.23.3.7.2.9 If CLEC learns for any reason that an EEL does not meet the local use requirements of this Section, then the EEL shall be converted to special access or private line rates within thirty (30) days. CLEC has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements, except that if any service order activity occurs relating to an EEL, then CLEC must verify that the EEL continues to satisfy the local use requirements. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop, including changes to eliminate shared use billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges").

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access service to a combination of loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is technically feasible and they meet the terms this UNE Section. Qwest will make EEL-Conversion Combinations available to CLEC upon request. Qwest will provide CLEC with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 CLEC must utilize EEL-C to provide a significant amount of local Exchange Service in accordance with the three options listed in this Section.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of loop and dedicated interoffice transport used for the purpose of connecting an end-user customer to a CLEC switch. EEL-P is a new installation of circuits for the purpose of CLEC providing services to end user customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 CLEC must utilize EEL-P to provide a significant amount of local Exchange Service to each end user customer served in accordance with the three options listed in this Section.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a CLEC Collocation in a Wire Center other than the Serving Wire Center of the loop.

9.23.3.7.2.12.4 EEL combinations may consist of loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of loops and interoffice transport of different bandwidths (Multiplexed EEL). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.

9.23.3.7.2.12.5 When concentration capability is requested, CLEC will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit

C and are equivalent to the respective Private Line Transport Service, which can be located at http://www.qwest.com/carrier/guides/sig/index.html.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available.

9.23.3.8 Ordering

9.23.3.8.1 EEL-C is currently ordered using an LSR process.

9.23.3.8.2 CLEC will submit EEL-P orders using the ASR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link ASR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One service order is required when CLEC orders Point-to-Point EEL. For Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate orders.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the loop connection between the end user customer premises and the serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and non-recurring charges apply.

9.23.3.9.3 EEL Multiplexing. EEL Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL Multiplexing is ordered with EEL Transport. Recurring and non-recurring charges apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated

terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and non-recurring charges apply.

9.23.3.10 CLEC may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs that Qwest currently combines in its network, CLEC can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, CLEC must use the Bona Fide Request Process in this Agreement. In its BFR or SRP request, CLEC must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of CLEC's customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access CLEC's Operator Services platform, capability to access CLEC's Directory Assistance platform and Qwest customized routing service; and, if desired by CLEC, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and CLEC accepts operator services, directory assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. CLEC is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of CLEC and where technically feasible, Qwest will rebrand operator services and directory assistance in CLEC's name, in CLEC's choice of name, or in no name, in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 CLEC may order Customized Routing in conjunction with UNE-P for alternative operator service and/or directory assistance platforms. CLEC shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section of this Agreement.

9.23.3.11.4 Qwest shall provide to CLEC, for CLEC's end user customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP"). Qwest shall not be responsible for any failure of CLEC to provide accurate end-user customer information for listings in any databases in which Qwest is required to retain and/or maintain end-user customer information. Qwest shall provide CLEC's end user customer information to the ALI/DMS ("Automatic Location Identification/Database Management System"). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its end user customers, CLEC's end user customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by CLEC.

9.23.3.11.5 CLEC shall designate the Primary Interexchange Carrier

(PIC) assignments on behalf of its end user customers for InterLATA and IntraLATA services. CLEC shall follow all applicable laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for CLEC's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by CLEC.

9.23.3.12 If a retail contract or Tariff agreement exists between Qwest and its retail end user customer or reseller CLEC wishing to have its service converted to a UNE Combination to be provided by CLEC, all applicable Termination Liability Assessment (TLA) or minimum period charges, whether contained within Tariffs, contracts or any other applicable legal document, will apply.

9.23.3.13 For installation of new UNE Combinations, CLEC will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to CLEC as a combination, unless a UNE is not available until a later time and CLEC elects to have Qwest provision the other elements before all elements are available. For conversions of existing resold services to UNE-P Combinations, CLEC will be billed at the UNE-P rate, and billing at the resold rate will cease, on the due date scheduled for the conversion, so long as the due date of the conversion was a standard or longer interval, unless CLEC has caused or requested a delay of the conversion.

9.23.3.14 Intentionally Left Blank

9.23.3.15 When end user customers switch from Qwest to CLEC, or to CLEC from any other competitor and is obtaining service through a UNE Combination, such end user customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the provisioning of any UNE Combination service to CLEC for any reason, including CLEC's non-payment of charges, CLEC shall be responsible for providing any and all necessary notice to its end user customers of the termination. In no case shall Qwest be responsible for providing such notice to CLEC's end user customers. Qwest shall only be required to notify CLEC of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

9.23.3.17 CLEC, or CLEC's agent, shall act as the single point of contact for its end user customers' service needs, including without limitation, sales, service design, order taking, provisioning, change orders, training, maintenance, trouble reports, repair, post-sale servicing, billing, collection and inquiry. CLEC shall inform its end user customers that they are end user customers of CLEC. CLEC's end user customers contacting Qwest will be instructed to contact CLEC, and Qwest's end user customers contacting CLEC will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined,

misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or CLEC from discussing its products and services with CLEC's or Qwest's end user customers who call the other Party.

9.23.3.18 Reserved for Future Use.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual unbundled network elements that comprise UNE Combinations can be found in this Agreement and Exhibit A for both recurring and non-recurring application.

9.23.4.1.1 Recurring monthly charges for each unbundled network element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges if any, will apply based upon the Existing Rules to recover the cost to Qwest of provisioning the UNE Combination and providing access to the UNE Combination. These non-recurring charges, if any, are contained in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 CLEC shall be responsible for billing its end user customers served over UNE Combinations for all miscellaneous charges and surcharges required of CLEC by statute, regulation or otherwise required.

9.23.4.4 CLEC shall pay Qwest the PIC change charge associated with CLEC end user customer changes of InterLATA or IntraLATA carriers. Any change in CLEC's end user customers' InterLATA or IntraLATA carrier must be requested by CLEC on behalf of its end user customer.

9.23.4.5 If an end-user customer is served by CLEC through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that end-user customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill CLEC for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the

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Interconnect & Resale Resource Guide ("IRRG"). The following is a high-level description of the ordering process:

9.23.5.1.1 Reserved for Future Use

9.23.5.1.2 Reserved for Future Use

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow 3 -4 weeks for accurate loading of UNE combination rates to the Qwest billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html

9.23.5.2 Prior to placing an order on behalf of each end user customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogs, CLEC and Qwest will use the standard provisioning interval for the equivalent retail service. CLEC and Qwest can separately agree to due dates other than the standard interval.

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 CLEC shall provide Qwest with complete and accurate end user customer listing information for Directory Assistance, Directory Listings, and 911 Emergency Services for all end-user customers served by UNE Combinations.

9.23.5.6 When Qwest's end user customer or the end user customer's new service provider orders the discontinuance of the end user customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the end user customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to CLEC for that portion of the service provided to CLEC should CLEC's end user customer, a new service provider, or CLEC request service be discontinued to the end user customer. Qwest will notify CLEC by FAX, OSS interface, or other agreed upon processes when an end user customer moves to another service provider.

9.23.5.7 For UNE Combinations, CLEC shall provide Qwest and Qwest shall provide CLEC with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

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

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to CLEC as a UNE Combination. CLEC or its end user customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user customer, without the written consent of Qwest.

SECTION 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper switch destination. The actual routing of the call with either the dialed number, for calls to nonported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in this Section, all telephone numbers assigned to an end-user customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cut overs in a

reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in the UNE Section of this Agreement. CLEC will coordinate with Qwest for the return of the Qwest Unbundled Loop coincident with the transfer of the customer's service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with loops not associated with Qwest's Unbundled Loop offering, the CLEC may order the LNP Managed Cut, as described in this Section.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cut overs in order to ensure that the end user is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port or provision of its loop, and needs to delay or cancel the port and any loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the port and any loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize end user customer service disruptions.

10.2.2.4.2 Parties shall transmit a port create subscription or port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in the Network Standards Section of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent technically feasible, and translations will be changed in each Party's switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to customers for any portion of an existing DID block without being required to port the entire block of DID numbers. Each Party shall permit customers who port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by CLEC.

10.2.2.10 Both Parties agree to follow the LNP switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office code (NXX) to the CLEC switch if the code is used

solely for one end-user. Where one Party has activated an entire NXX for a single end user, or activated a substantial portion of an NXX for a single end user with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such end user chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association ("NENA") recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating end users' telephone number records in the 911/Automatic Location Information ("ALI") database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The customers of each Party may port reserved numbers from one Party to the other Party via LNP. Qwest will port numbers previously reserved by the customer via the appropriate retail Tariffs until these reservations expire. Qwest will no longer reserve numbers for end user customers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and CLEC agree that a customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the new service provider; provided, however, that the current service provider may require that the customer's relocation at the time of the port to the new service provider be limited to the geographic area represented by the NXX of the ported telephone number. The current service provider may not impose a relocation limitation on the new service provider or the new service provider's subscribers that is more restrictive than that which the current service provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the current service provider may not impose any restrictions on relocation within the same rate center by a ported end user while that end user is served by the new service provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in the Network Standards

Section of this Agreement.

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where CLEC is unable to perform its own query. CLEC shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of the CLEC, the Party that owns the originating switch shall query an LNP database as soon as the call reaches the first LNP capable switch in the call path. The Party that owns the originating switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other switch. Prior to the first number in a NXX being ported via LNP at the request of the CLEC, Qwest may query all calls directed to the NXX, subject to the billing provisions as discussed in this Section and provided that Qwest queries shall not adversely affect the quality of service to CLEC's customers or end-users as compared to the service Qwest provides its own customers and end-users.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if technically feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in the Access to Operational Support Systems Section of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. -CLEC may order long term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in the Access to Operational Support Systems Section of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 3:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for local number portability:

Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more lines	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more lines	Project Basis

Intervals for LNP with Unbundled Loops shall be governed by the UNE Section of this Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or line side attribute (LSA) trigger, can be set automatically. CLEC may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the Repair Center to assist in the event that CLEC experiences problems during the cut. In addition, Qwest allows CLEC to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where CLEC has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in this Section.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and switch translations associated with the end user customer's telephone number will not be removed until 11:59 p.m. (local time) of the due date.

10.2.5.4 LNP Managed Cut: A Managed Cut permits CLEC to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

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

10.2.5.4.2 CLEC shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 CLEC will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., end user local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one half (½) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. CLEC understands and agrees that in the event CLEC does not make payment for Managed Cuts, unless disputed as permitted under the Dispute Resolution Section of this Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

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

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

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the end user, including, without limitation, ensuring that the end user's Qwest loop will not be disconnected prior to confirmation that the CLEC loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own end users and will have the responsibility for resolution of any service trouble report(s) from its end users. End user

customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective end user customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with CLEC to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest customers to CLEC customers with ported numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

10.2.8 Intentionally Left Blank

10.2.9 Intentionally Left Blank

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 this Section.

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 will separately negotiate with each county regarding the collection and reimbursement to the county of applicable 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 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 will provide non-discriminatory error correction for records submitted to the Automatic Location Identification (ALI) database. For resold accounts, if vendor detects errors, it will attempt to correct them. If vendor is unable to correct the error, vendor 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 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 PSAPs ("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.

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.

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.

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.

10.4.2.14 Reserved for Future Use

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.

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, Qwest 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.

10.5 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 this Section 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.

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 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, 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 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. 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 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.

10.6.2.5.1 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 the Audit Process Section of this Agreement, Qwest may request a comprehensive audit of CLEC's use of the DA List Information. In addition to the terms specified in the Audit Process Section of this Agreement, 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 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.

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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), Telcordia 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.

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.

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10.7.3.1.6 Busy Line Verify Call – CLEC will be charged for each call where the CLEC's end user requests the operator to verify that conversation exists on a line. A charge shall apply for each bury line verify attempt requested by an end user and completed by the operator , where the operator determines that conversation exists on the 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 – Where it has ownership or control to do so, Qwest will provide 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 – Where it has ownership or control to do so, Qwest will provide CLEC with access to available 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.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to CLEC, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may

run under, on, above, across, along or through public or private property or enter multi-unit buildings.

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.

10.8.1.4 CLEC Duties –CLEC Each party shall have the duty to afford access to the its poles, ducts, conduits and rights-of-way of CLEC telecommunications services to Qwest the other party on rates, terms, and conditions that are consistent with 47 U.S.C. §§Section 224 & 251(b)(4) and applicable FCC orders and regulations or state rules, and further, CLEC shall provide reasonable access to poles, ducts and conduits, and right of way when feasible and when access is necessary for Qwest to provide service as may be set forth in 47 U.S.C. §251(b)(4), applicable FCC orders and regulations or state rules.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to convey an interest in real or personal property.

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 Attachment and/or Innerduct Occupancy General Information Document, attached hereto as Exhibit D. 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 (NESC) 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 in the case of extensive requests. Extensive requests involve the gathering of plats from 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, 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, in accordance with the Ordering Section. 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 violation or hazard, or that CLEC has in any other way failed to comply with the provisions of this Agreement; 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 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 for cause, or if CLEC terminates an Order without cause, subject to the provisions of this Section, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its facilities from the Poles/Innerduct within sixty (60) calendar days, or 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 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, 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.

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 Telcordia 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 herein shall be cause for termination of the Order. 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.

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, 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 Agreement, 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 Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement 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, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement 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 CLEC.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW Matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and the MDU Matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MDU Agreement) and, for each such MDU Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, Poles and Conduit/Innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of Poles and Innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for Poles and Manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by the CLEC. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of CLEC's failure to comply with the process described in Exhibit D for ROW, or other circumstances

giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two feet). This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless CLEC requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to CLEC. This fee shall be a one-time (i.e. non-recurring) fee.

10.8.4 Ordering

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 Reviews. Upon receipt of an inquiry regarding ROW access, Pole Attachment or Innerduct Occupancy, Qwest will provide CLEC with Exhibit D. CLEC will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, 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 a completed Attachment 1.A from Exhibit D.

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.

10.8.4.1.2 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 and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) calendar days of the request. This time frame is applicable to the standard inquiry of one hundred (100) poles or fewer. An inquiry which exceeds the standard will have negotiated completion dates.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of CLEC, provide the ROW Matrix, the MDU Matrix and a copy of all publicly recorded agreements listed in those Matrices to CLEC within ten

(10) days of the request. Qwest will provide to CLEC a copy of agreements listed in the Matrices that have not been publicly recorded if and only if CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of either the Consent to Disclosure form or the Consent Regarding Access Agreement form, both of which are included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the Matrices that have not been publicly recorded that Qwest provides to CLEC. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the dispute resolution procedures set forth in this Agreement. Qwest makes no warranties concerning the accuracy of the information provided to CLEC; CLEC expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Ducts and Access Agreement Preparation (ROW). CLEC will review the Inquiry results and determine whether to proceed with field verification for Poles/Ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, CLEC will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus $10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for Poles, Innerduct or ROW: (a) in the case of Poles or Duct, a field survey and site investigation of the Poles or Duct, including the preparation of distances and drawings, to determine availability of existing Poles/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; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by CLEC, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between CLEC and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of Poles or Innerduct, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be provided on Attachment 2 of Exhibit D and shall be completed according to the schedule in Exhibit D. The Attachment 2 quotation shall be valid for ninety (90) calendar days.

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 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 the following fees in advance as specified in 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. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. 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 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. All fees shall be paid within thirty (30) days following receipt of 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.

SECTION 11.0 - NETWORK SECURITY

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

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

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

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

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

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

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements.

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

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

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

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

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

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

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

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

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

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

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

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

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, and all other Qwest facilities. No open flames shall be permitted anywhere within the buildings. Failure to abide by this restriction will result in immediate denial of access for that individual and will constitute a violation of the access rules, subjecting CLEC to denial of unescorted access.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 CLEC's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds.

11.23 Qwest employees may request CLEC's employee, agent or vendor to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, equipment of services within the facility.

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

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

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)
800-201-7033 (all other Qwest states)

11.27 CLEC will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. CLEC and Qwest will meet to review applications and security requirements.

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

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

11.30 CLEC will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available 7 days a week, 24 hours a day.

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

11.32 CLEC will notify Qwest if CLEC has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

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

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

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven days a week/twenty-four hours a day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

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

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

SECTION 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

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

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

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

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

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

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

12.2.1.4 Functions

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

12.2.1.4.2 Ordering and Provisioning

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

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12.2.1.6 Access Service Request (ASR) Ordering Process

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

12.2.1.7 Facility Based EDI Listing Process

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

12.2.2 Maintenance and Repair

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

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

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

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

12.2.2.5 Functions

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

12.2.3 Hours of Operation

12.2.3.1 Qwest's electronic interface gateways will be available to CLECs as published in the IMA User's Guide located at http://www.qwest.com/carrier/training/imauswer_42.html.

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

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

12.2.4 Billing

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

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

12.2.5 Outputs

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

format. The files and reports delivered to CLEC provide more detailed information than the bills. They come in the following categories:

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

12.2.5.1 Bills

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

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, billing account number (BAN) and bill cycle. The IABS Summary Bill & Sub Account Bill Data transmission methods are listed in the Interconnect and Resale Resource Guide located at http://www.qwest.com/carrier/guides/resource_guides.html.

12.2.5.2 Files and Reports

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

a) Resale; and

b) Unbundled Switch Port.

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

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

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

a) Interim Number Portability;

b) Resale;

c) Unbundled Loop; and

d) Unbundled Line-side Switch Port.

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

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

a) Interim Number Portability;

b) Resale;

c) Unbundled Loop; and

d) Unbundled Line-side Switch.

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

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

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

The transmission method/media types available for these mechanized records are available the Interconnect and Resale Resource Guide located at http://www.qwest.com/carrier/guides/resource_guides.html.

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

a) SAG provides Address and Serving Central Office Information.

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

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

12.2.6 Modifications to OSS Interfaces

CLEC and Qwest agree to discuss the modification of OSS interfaces based upon evolving standards (e.g., data elements, protocols, transport networks, etc.) and guidelines issued by or referenced by relevant ATIS committees. Establishment of new, or changes to, industry standards and guidelines will be reviewed semi-annually. The review will consider standards and guidelines that have reached final closure as well as those published in final form. Both Parties agree to evaluate evolving standards and determine the relevant modification to be implemented based upon the latest approved version adopted or the latest version reflecting final closure by the relevant ATIS committee or subcommittee. As a result of the review, Qwest shall draft appropriate interface specifications that shall be made available to CLEC through the electronic gateway disclosure document which can be found at the following website located at: http://www.qwest.com/disclosures/netdisclosure409html-interface. Changes shall be implemented in the next release after the distribution of the electronic gateway disclosure document to the CLECs or as negotiated during the review session.

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

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

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire. This questionnaire is provided by the Qwest account manager and details information needed by Qwest to establish service for CLEC.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and CLEC will mutually agree upon time frames for implementation.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

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

12.2.8.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

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

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

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

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

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

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

12.2.9.3 If CLEC is using the IMA EDI interface, Qwest shall provide CLEC with a pre-allotted amount of time to complete certification of its business scenarios. It is the sole responsibility of CLEC to schedule an appointment with Qwest for certification of its business scenarios. CLEC must comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to CLEC, it is the sole responsibility of CLEC to schedule new appointments for certification of its business scenarios. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor CLEC's schedule through the use of alternative hours.

12.2.9.4 If CLEC is using the IMA EDI interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification is granted only for a specific release of the IMA EDI interface.

12.2.9.5 New releases of the IMA EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the disclosure document.

12.2.9.6 CLEC will contact the Qwest EDI Implementation Coordinator to initiate the migration process. CLEC must complete the re-certification and migration to the new IMA EDI release within six (6) months of the deployment of the new release.

12.2.9.7 CLEC will be expected to execute the re-certification test cases in the interoperability test environment. CLEC will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

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

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

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide assistance to CLEC to understand how to implement and use the OSS functions to which Qwest is providing access. This assistance will include training, documentation, and CLEC Help Desk.

12.2.10.2 CLEC Help Desk

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

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

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

12.2.10.2.4 File Outputs covers CLEC's output files and reports produced

from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

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

12.2.11 Compensation/Cost Recovery

On-going and one-time startup charges, as applicable, will be billed at rates to be specified by the Commission at the completion of appropriate cost docket hearings. Qwest shall establish rates for any systems charges not included in appropriate cost docket hearings. Recurring and non-recurring startup charges as applicable will be billed as specified by the Commission upon completion of the appropriate cost proceeding.

12.3 Maintenance and Repair

12.3.1 Service Levels

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

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

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

12.3.2 Branding

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

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

12.3.3 Service interruptions

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

employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

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

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

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

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

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs and itself.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 Pursuant to applicable Exchange and Network Service Catalog, Qwest will bill appropriate Trouble Isolation Charges for dispatched work done by Qwest where the trouble is found to be on the end user's side of the NID or trouble is found to be in CLEC's portion of the network.

12.3.4.2 Other Trouble Isolation Charges may be imposed by Qwest on CLEC for other internal repair work incurred on behalf of CLEC and later found to be in CLEC network components.

12.3.5 Inside Wire Maintenance

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

12.3.6 Testing/Test Requests/Coordinated Testing/UNEs

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

12.3.6.2 Prior to any test being conducted on a line, Qwest must receive a trouble report from CLEC.

12.3.6.3 Qwest end users are not given test results. On manually-reported trouble, Qwest will not provide to CLEC the test results for its trouble reports. For electronically-reported trouble, CLEC may be provided various basic test results.

12.3.6.4 Qwest's test systems do not support testing of unbundled network elements. CLEC shall isolate the trouble condition on UNE end users to Qwest's portion of the end user's service before Qwest accepts a trouble report for that end user.

12.3.7 Workcenter Interfaces

12.3.7.1 Qwest and CLEC shall work cooperatively to develop positive, close working relationships among corresponding workcenters involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 CLEC and Qwest will employ the following procedures for handling misdirected repair calls:

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

12.3.8.1.2 End users of CLEC shall be instructed to report all cases of trouble to CLEC. End users of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service.

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

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

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify CLEC of major network outages as soon as is practical. This notification will be via e-mail to CLEC's identified contact. With the minor exception of certain proprietary information, Qwest will utilize the same thresholds and processes

for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same frequency schedule as is provided internally within Qwest. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance equal in quality to that which it provides to itself.

12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Such process work will include establishment of reasonable thresholds and notification standards.

12.3.11 Hours of Coverage

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

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to CLEC. Such procedures will be based on the processes Qwest employs for its own end users. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations begin with calls to the up-front trouble reporting centers.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel on the same schedule as it provides for its own end users.

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

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

12.3.13.4 CLEC shall perform appropriate trouble isolation and screening prior to submitting a trouble report to Qwest.

12.3.14 Electronic Reporting

12.3.14.1 CLEC may submit Trouble Reports through IMA or MEDIACC EB.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest end users or on behalf of CLEC end users, will receive similar commitment intervals.

12.3.16 Jeopardy Management

12.3.16.1 Notification to CLEC will be given on the same basis that a trouble report interval is likely to be missed.

12.3.17 Trouble Screening

12.3.17.1 CLEC shall screen and test its end user trouble reports completely enough to insure that it sends to Qwest only trouble reports that involve Qwest facilities.

12.3.17.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC will employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with CLEC to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually-reported trouble, Qwest will inform CLEC of repair completion as soon as is practical after its completion. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway.

12.3.19 End User Interfaces

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

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

12.3.20 Repair Call Handling

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

12.3.21 Single Point of Contact

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

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to CLEC for the purpose of allowing CLEC to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to CLEC via Qwest's Web site.

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

12.3.22.4 ICONN is updated every two weeks.

12.3.23 Maintenance Windows

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

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 am Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 am, Mountain Time.

12.3.23.3 Although Qwest normally does major switch maintenance during the above maintenance window, there will be occasions where this will not be possible.

12.3.23.4 Planned generic upgrades to Qwest switches are included in the ICONN database, available to CLEC via Qwest's Web site.

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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 Administration ("NANPA") has 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.

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

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.

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 the UNE Section of this Agreement. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

SECTION 15.0 – QWEST DEX

15.1 Qwest 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 Qwest Dex. Qwest acknowledges that CLEC may request Qwest to facilitate discussions between CLEC and Qwest Dex.

SECTION 16.0 - REFERRAL ANNOUNCEMENT

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

SECTION 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an unbundled network element or ancillary service that is not already available as described in other Sections of this Agreement shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services, if available, and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. CLEC and Qwest will work together to prepare the BFR form. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. The form will request, and CLEC will need to provide, the following information, as well as, any additional information that may be helpful in describing and analyzing the CLEC's request:

a) a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

b) the desired interface specification;

c) each requested type of Interconnection or access;

d) a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

e) the quantity requested;

f) the specific location requested;

g) if the requested unbundled network element is a proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that access to such Network Element is necessary, that the failure to provide access to such Network Element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such requested proprietary element; and (h) if the requested Unbundled Network Element is a non-proprietary element as specified in Section 251(d)(2) of the Act, CLEC must submit documentation that demonstrates that denial of access to such non-proprietary unbundled network element would impair the ability of CLEC to provide the services that it seeks to offer, and that CLEC's ability to compete would be significantly impaired or thwarted without access to such unbundled network element.

17.3 Within fifteen (15) calendar days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise CLEC of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise CLEC of the need for any additional information required to complete the analysis of the BFR.

17.4 Within twenty-one (21) calendar days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to CLEC a preliminary analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested

Interconnection or access to an unbundled network element complies with the unbundling requirements of the Act.

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

17.6 If Qwest determines during the twenty-one (21) day period that the BFR qualifies under the Act, it shall notify CLEC in writing of such determination within ten (10) calendar days.

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

17.8 A CLEC has thirty (30) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, cancel its BFR, or seek mediation or arbitration.

17.9 If CLEC has agreed to minimum volume and term commitments under the preceding paragraph, CLEC may cancel the BFR or volume and term commitment at any time, but in the event of such cancellation CLEC will pay Qwest's reasonable development costs incurred in providing the Interconnection, Unbundled Network Element, or ancillary service to the extent that those development costs are not otherwise amortized.

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

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

SECTION 18.0 - AUDIT PROCESS

18.1 "Audit" shall mean the comprehensive review of:

18.1.1 Data used in the billing process for services performed, including reciprocal compensation, and facilities provided under this Agreement; and

18.1.2 Data relevant to provisioning and maintenance for services performed or facilities provided by either of the Parties for itself or others that are similar to the services performed or facilities provided under this Agreement for Interconnection or access to Unbundled Loops, ancillary and finished services.

18.2 The data referred to above shall be relevant to any performance indicators that are adopted in connection with this Agreement, through negotiation, arbitration or otherwise. This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit.

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

18.2.3 The Audit shall occur during normal business hours.

18.2.4 There shall be no more than two Audits requested by each Party under this Agreement in any 12-month period.

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

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

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

18.2.8 Each Party shall bear its own expenses occasioned by the Audit, provided that the expense of any special data collection shall be born by the requesting Party.

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

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties.

18.2.11 The Parties agree that if an Audit discloses error(s), the Party responsible for the error(s) shall, in a timely manner, undertake corrective action for such error(s). All errors not corrected within thirty (30) business days shall be escalated to the Vice-President level.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, CLEC and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of the proprietary nature of information of other competitors. To the extent a competitor is an affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such affiliates' disaggregated data, as required by reasonable needs of the Audit.

SECTION 19.0 - CONSTRUCTION CHARGES

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

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

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

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

SECTION 20.0 - SERVICE PERFORMANCE

Qwest is currently developing performance measures in a workshop process being conducted by the Commission. Qwest will amend this Agreement when the Commission's Performance Measures Effort is complete, to incorporate all aspects of the Commission's final decision.

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SECTION 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and network elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-1432-CORE CCS Network Interface Specification Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

21.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)
TR-NWT-000507 Transmission
TR-NWT-000776 NID for ISDN Subscriber Access
TR-INS-000342 High Capacity Digital Special Access Service
ST-TEC-000051 & 52 Telecommunications Transmission
Engineering Handbooks Volumes 1 & 2

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital

Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building

Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current

national standards for Interconnection network elements, Qwest has developed its own standards for some network elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Competitive Local Exchange Carrier Installation/Removal Guidelines - #77390

21.5 Qwest Technical Publications have been developed to support service offerings, inform end users and suppliers, and promote engineering consistency and deployment of developing technologies. For a complete listing and to place orders for Qwest Technical Publications, contact:

Faison Office Products Company
3251 Revere St., Suite 200
Aurora, CO 80011
800-777-3672
Fax – 303-340-1805

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SECTION 22.0 - SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives.

Local Gateway Exhcange	**Qwest Corporation**
Charles G. Taylor, Jr.	
Signature	Signature
CHARLES G. TAYLOR, JR.	L.T. Christensen
Name Printed/Typed	Name Printed/Typed
PRESIDENT	Director- Business Policy
Title	Title
JUNE 12, 2001	
Date	Date

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Charles G. Taylor, Sr.	
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CHARLES G. TAYLOR, JR.	L.T. Christensen
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PRESIDENT	Director- Business Policy
Title	Title
JUNE 12, 2001	
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PRESIDENT	Director- Business Policy
Title	Title
JUNE 12, 2001	
Date	Date