

## SGAT Exhibit D

### 7. MODIFICATION TO EXISTING POLES/INNERDUCT.

- 7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.
- 7.2. Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilities within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

### 8. INSPECTION OF FACILITIES. Qwest reserves the right to make final construction, subsequent and periodic inspections of CLEC's facilities occupying the Poles/Innerduct system. CLEC shall reimburse Qwest for the cost of such inspections except as specified in Section 8 hereof.

- 8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.
- 8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.
- 8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.
- 8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost

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of performing such work. Subsequent inspections to determine if appropriate corrective action has been taken may be made by Qwest.

- 8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.
- 8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.
- 8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

## 9. UNAUTHORIZED FACILITIES

- 9.1 If any facilities are found attached to Poles/Innerduct for which no Order is in effect, Qwest, without prejudice to any other rights or remedies under this Agreement, shall assess an unauthorized attachment administrative fee of Two Hundred Dollars (\$200.00) per attachment per Pole or innerduct run between manholes, and require the CLEC to submit in writing, within ten (10) day after receipt of written notification from Qwest of the unauthorized occupancy, a Poles/Innerduct application. 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 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 the cure by CLEC. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than by CLEC. If such application is not received by Qwest within the specified time period, the CLEC will be required to remove its unauthorized facility within ten (10) days of the final date for submitting the required application, Qwest may remove the CLEC's facilities without liability, and the cost of such removal shall be borne by the CLEC.
- 9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.
- 9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

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- 10. REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), 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 payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.
- 11. INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.
- 11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.**

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- 11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.
- 11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.
- 11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

## 12. FORCE MAJEURE

- 12.1 The CLEC shall be excused from its performance as to any Order if prevented by acts or events beyond the CLEC's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.
- 12.2 If such contingency occurs, Qwest may elect:
- 12.2.1 To terminate this Agreement as to the Order in question; or
  - 12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or
  - 12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.
- 12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:
- 12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.

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12.3.2 The CLEC shall resume performance, and complete any work not performed or to be performed by another party, once the delaying cause ceases.

12.3.3 If appropriate, at the Qwest's discretion, the time for completion of specific work assignment(s) shall be extended up to the length of time the contingency endured.

12.4 Qwest shall be excused from its performance if prevented by acts or events beyond the Qwest's reasonable control including extreme weather conditions, strikes, fires, embargoes, actions of civil or military law enforcement authorities, acts of God, or acts of legislative, judicial, executive, or administrative authorities.

### 13. DISPUTE RESOLUTION.

13.1. Other than those claims over which a regulatory agency has exclusive jurisdiction, all claims, regardless of legal theory, whenever brought and whether between the parties or between one of the parties to this Agreement and the employees, agents or affiliated businesses of the other party, shall be resolved by arbitration. A single arbitrator engaged in the practice of law and knowledgeable about telecommunications law shall conduct the arbitration in accordance with the then current rules of the American Arbitration Association ("AAA") unless otherwise provided herein. The arbitrator shall be selected in accordance with AAA procedures from a list of qualified people maintained by AAA. The arbitration shall be conducted in the regional AAA office closest to where the claim arose.

13.2. All expedited procedures prescribed by the AAA shall apply. The arbitrator's decision shall be final and binding and judgment may be entered in any court having jurisdiction thereof.

13.3. Other than the determination of those claims over which a regulatory agency has exclusive jurisdiction, federal law (including the provisions of the Federal Arbitration Act, 9 U.S.C. Sections 1-16) shall govern and control with respect to any issue relating to the validity of this Agreement to arbitrate and the arbitrability of the claims.

13.4. If any party files a judicial or administrative action asserting claims subject to arbitration, and another party successfully stays such action and/or compels arbitration of such claims, the party filing the action shall pay the other party's costs and expenses incurred in seeking such stay or compelling arbitration, including reasonable attorney's fees.

14. **LAWFULNESS.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice. This Agreement shall be governed by the laws of the state where Poles/Innerduct is provided. Nothing contained herein shall substitute for or be deemed a waiver of the parties' respective rights and obligations under applicable federal, state and local laws, regulations and guidelines, including (without limitation) Section 224 of the Communications Act of 1934, as amended (47 U.S.C. 224). The CLEC represents that it is a certified Competitive Local Exchange Carrier or otherwise has the legal right, pursuant to 47 U.S.C. 224 to attach to Qwest's pole pursuant to the terms thereof. The CLEC acknowledges that Qwest will rely on the foregoing representation, and that if such representation is not accurate, this Agreement shall be deemed void *ab initio*, except for Article 9 hereof, for which CLEC shall remain fully liable.

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15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
16. **GENERAL PROVISIONS.**
  - 16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.
  - 16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.
  - 16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.
  - 16.4 This Agreement *constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.*



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EXHIBIT A

PULLING IN REPORT

This report is to be completed by the CLEC when fiber cable is placed into innerduct.

\_\_\_\_\_ 20\_\_\_\_

Send to:

Brooke Bale, Qwest Corp  
700 W Mineral, Rm IAF12  
Littleton, CO 80120 (303-707-7598)

This is to advise you that pursuant to General Agreement No. \_\_\_\_\_ granted to us under the terms of the Innerduct Agreement dated \_\_\_\_\_, 20\_\_ we have completed installation of the following cable into the following ducts.

Municipality

Location		Cable and Equipment Installed
From Manhole at	To Manhole at	

\_\_\_\_\_  
Name of CLEC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Receipt of the above report is hereby acknowledged \_\_\_\_\_, 20\_\_.

Qwest Corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

1. Reports shall be submitted in duplicate.
2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.
3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit \_\_\_\_, unless a change has been previously authorized in writing by Licensor.



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EXHIBIT C

**NOTIFICATION OF SURRENDER OR MODIFICATION  
OF POLE ATTACHMENT ORDER BY CLEC**

CLEC: \_\_\_\_\_

Return to:  
Brooke Bale, Qwest Corp  
 700 W Mineral, Rm IAF12  
 Littleton, CO 80120

In accordance with the terms and conditions of the Agreement between Qwest and CLEC, dated \_\_\_\_\_, 20\_\_, notice is hereby given that the licenses covering attachments to the following poles and/or anchors, and/or utilization of anchor/guy strand is surrendered (or modified as indicated in CLEC's prior notification to Qwest, dated \_\_\_\_\_, 20\_\_) effective \_\_\_\_\_.

	POLE NO.	ASSOC. POLE NO.	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD OR MODIFIED
1.		A A/GS -			
2.		A A/GS -			
3.		A A/GS -			
4.		A A/GS -			
5.		A A/GS -			
6.		A A/GS -			
7.		A A/GS -			
8.		A A/GS -			
9.		A A/GS -			

Date Notification Received \_\_\_\_\_

Date Modification Received \_\_\_\_\_

By: \_\_\_\_\_

Name of CLEC

Discontinued:  
 Poles \_\_\_\_\_  
 Anchors \_\_\_\_\_

By: \_\_\_\_\_  
 Anchor/Guy Strands \_\_\_\_\_ lts: \_\_\_\_\_

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ATTACHMENT 4  
FORM OF ACCESS AGREEMENT

After recording, please return to:

Brooke Bale  
700 W Mineral, Rm IAF12  
Littleton, CO 80120

**ACCESS AGREEMENT**

**THIS ACCESS AGREEMENT** (this "Agreement") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **QWEST CORPORATION**, a Colorado corporation, successor in interest to **U S WEST COMMUNICATIONS, INC.**, a Colorado corporation ("Grantor"), whose address is \_\_\_\_\_, and \_\_\_\_\_, a \_\_\_\_\_, whose address is \_\_\_\_\_ ("Grantee").

**RECITALS**

- A. This Agreement relates to certain real property (the "Property") located in the County of \_\_\_\_\_ (the "County"), State of \_\_\_\_\_ (the "State").
- B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").
- C. Pursuant to 42 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 42 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.
- D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Right of Access. Grantor hereby conveys to Grantee and its Authorized Users (as defined below) a non-exclusive, perpetual right to access and use the Easement Rights, which right shall be expressly (a) subject to, subordinate to, and limited by the Right of Way Agreement, and (b) subject to the terms and conditions hereof. As used in this Agreement, "Authorized Users" of Owner, Grantor and Grantee shall mean Owner, Grantor or Grantee, as applicable, their respective Affiliates and agents, licensees, employees, and invitees, including, without limitation, contractors, subcontractors, consultants, suppliers, public emergency vehicles, shipping or delivery vehicles, or construction vehicles. "Affiliates" means, with respect to any Person, any Person that controls, is controlled by or is under common control

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with such Person, together with its and their respective members, partners, venturers, directors, officers, stockholders, agents, employees and spouses. A Person shall be presumed to have control when it possesses the power, directly or indirectly, to direct, or cause the direction of, the management or policies of another Person, whether through ownership of voting securities, by contract, or otherwise. "Person" means an individual, partnership, limited liability company, association, corporation or other entity.

2. Grantor's Reserved Rights. Grantor reserves to itself and its Authorized Users the right to use the Easement Rights for any purpose not incompatible with the rights conveyed to Grantee by this Agreement.

3. Conditions Precedent to Effectiveness of Agreement. This Agreement is expressly conditioned on the following:

a. Recordation of Agreement. If the Right-of-Way Agreement has been publicly recorded, Grantee shall be responsible for assuring that the Agreement is in appropriate form for recording in the real property records of the County, shall pay for the recording thereof, and shall provide a copy of the recorded Agreement to Grantor at the address set forth above. A legible copy of the Right of Way Agreement must be attached to the Agreement when recorded or the Agreement shall not be effective.

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all costs and expenses, including reasonable attorneys' fees, relating to Grantor's execution and delivery of this Agreement.

4. Grantee's Representations and Warranties. Grantee represents and warrants to Grantor that:

a. Authority. Grantee is a \_\_\_\_\_, duly formed and validly existing under the laws of the State of \_\_\_\_\_. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 42 U.S.C. § 224.

b. Due Diligence. Grantee acknowledges and agrees that neither Grantor nor any agent, employee, attorney, or representative of Grantor has made any statements, agreements, promises, assurances, representations, or warranties, whether in this Agreement or otherwise and whether express or implied, regarding the Right of Way Agreement or the Easement Rights or the assignability or further granting thereof, or title to or the environmental or other condition of the Property. Grantee further acknowledges and agrees that Grantee has examined and investigated to its full satisfaction the physical nature and condition of the Property and the Easement Rights and that it is acquiring the Easement Rights in an "AS IS, WHERE IS" condition. Grantee expressly waives all claims for damages by reason of any statement, representation, warranty, assurance, promise or agreement made, if any.

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### 5. Grantee's Covenants.

a. Compliance with Right of Way Agreement. Grantee agrees that the rights granted by Grantor hereunder are expressly subject to, subordinate to, and limited by the Right of Way Agreement, and Grantee further agrees to comply in all respects with the terms and conditions of the Right of Way Agreement as they apply to the holder or user of the Easement Rights. In the event Grantee fails to observe or perform any of its obligations under the Right of Way Agreement, Grantor shall have the right, but not the obligation, to perform or observe such obligation to the extent that such obligation can be observed or performed by Grantor.

b. Compliance with Laws. Grantee agrees to use the Property and the Easement Rights in compliance with all applicable laws.

c. No Further Grant. Grantee shall not grant to any Person other than Grantee's Authorized Users the right to use the Easement Rights without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion.

d. Non-Interference. Grantee agrees that it will not interfere with Grantor's or Grantor's Authorized Users' use of the Easement Rights and will not take any action or fail to take any action that would negatively affect the Easement Rights or cause or contribute to the termination of the Right of Way Agreement.

6. Indemnification. Grantee hereby agrees to indemnify, defend and hold Owner, Grantor and their respective Affiliates harmless from and against any and all claims, judgments, damages, liabilities, penalties, fines, suits, causes of action, costs of settlement, and expenses (including, without limitation, reasonable attorneys' fees) which may be imposed upon or incurred by Grantor or its Authorized Users, or any of them, arising from, relating to or caused by Grantee's breach of this Agreement or the use, or the use by any of Grantee's Authorized Users, of the Easement Rights. In addition to the indemnity obligations described above, in the event that any act or omission of Grantee or Grantee's Authorized Users causes, directly or indirectly, and without reference to any act or omission of Owner, Grantor or their respective Authorized users, the termination or revocation of the Easement Rights, Grantee shall be liable to Grantor for all costs incurred in connection with (a) acquiring replacement Easement Rights over the Property or over other suitable Property, as determined in Grantor's sole judgment (the "Replacement Easement"), (b) the fully-loaded cost of constructing replacement facilities over the Replacement Easement, (c) the cost of removing its facilities and personal property from the Property, if required by the Right of Way Agreement, and (d) any other costs of complying with the Right of Way Agreement, including, without limitation, reasonable attorneys' fees. Grantee shall pay all such amounts within ten (10) days of receipt of any invoice for such costs delivered to Grantee by Owner, Grantor or their respective Authorized Users.

7. Condemnation. If any action is taken whereby the Right of Way Agreement or any part of the Easement Rights are terminated, relocated or otherwise affected, by any taking or partial taking by a governmental authority or otherwise, then such any compensation due or to be paid to the holder of the Easement Rights due to such occurrence shall belong solely to Grantor.

8. Severable Provisions. If any term of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. Default; Remedies. (a) If Grantee files a petition in bankruptcy, or a petition is bankruptcy is filed against Grantee, which is not dismissed on or before fifteen (15) days after such filing, or (b) in the event of Grantee's breach or threatened breach of any term, covenant or condition of this Agreement, then Grantor shall have, in addition to all other legal and equitable remedies, the right to (x) terminate this Agreement, (y) enforce the provisions hereof by the equitable remedy of specific performance, or (z)

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enjoin such breach or threatened breach by injunctive action, all without the necessity of proof of actual damages or inadequacy of any legal remedy. Grantee agrees to pay all costs of enforcement of the obligations of Grantee hereunder, including reasonable attorneys' fees and all costs of suit, in case it becomes necessary for Grantor to enforce the obligations of Grantee hereunder, whether suit be brought or not, and whether through courts of original jurisdiction, as well as in courts of appellate jurisdiction, or through a bankruptcy court or other legal proceedings.

10. Binding Effect. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be assigned at any time in whole or in part by Grantor.

11. No Dedication. Nothing contained in this Agreement shall constitute a gift or dedication of any portion of the Easement Rights to the general public or for any public purpose whatsoever. There are no intended third-party beneficiaries to this Agreement.

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby grants a limited waiver of any right to keep the terms and conditions of the Right of Way Agreement confidential, except for any dollar amounts in the Right of Way Agreement, which rights Grantor expressly reserves, and subject to Grantee's and Owner's compliance with the terms and conditions in this paragraph. In all instances, Grantee will use the Right of Way Agreement only for the following purposes: (a) to determine whether Grantor has ownership or control over duct, conduits, or rights-of-way within the property described in the Right of Way Agreement; (b) to determine the ownership of wire within the property described in the Right of Way agreement; or (c) to determine the demarcation point between Grantor facilities and the Owner's facilities in the property described in the agreement. Grantee further agrees that Grantee shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Grantee agents or employees engaged in sales, marketing, or product management efforts on behalf of Grantee. Grantor's waiver of rights, subject to the limitations set forth above, is intended to be effective whether or not such right to confidentiality is expressly set forth in the Right of Way Agreement or elsewhere or may have been agreed to orally, and so long as Grantee and Owner comply with the conditions set forth above, Grantor further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Owner or Grantee, based upon or arising out of Grantor's alleged right to confidentiality relating to the Right of Way Agreement, except in the event of disclosure of dollar amounts in the Right of Way Agreement. Grantor's waiver is expressly conditioned on Owner's waiver of Owner's confidentiality rights, as set forth in the Consent to Disclosure form, which is a part hereof, or Grantee's provision to Grantor of a legally binding and satisfactory agreement to indemnify Grantee in the event of any legal action arising out of Owner's provision of a non-recorded agreement to Grantee. In the event that, the person executing the Consent to Disclosure form does not have the legal right to bind the Owner, Grantor reserves the right to maintain an action for damages, including, without limitation, consequential damages, arising from such improper execution against any Person improperly executing the Consent to Disclosure form. In any event, Grantor reserves its right to (a) to enforce the confidentiality provisions of the Right of Way Agreement as to any dollar amounts set forth in such Right of Way Agreements, and/or (b) to maintain an action for damages, including, without limitation, consequential damages, arising from the disclosure of the dollar amounts in any Right of Way Agreement, against any party, including, without limitation, against Grantee or against any Person improperly executing the Consent to Disclosure form.

13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

## SGAT Exhibit D

14. Modification; Counterparts. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change or waiver is sought. This Agreement may be executed in any number of counterparts, all of which shall constitute but one and the same document.

15. Controlling Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

16. Waiver of Jury Trial. **THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT OF APPLICABLE LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

***[Signature pages follow]***

**SGAT Exhibit D**

**EXECUTED** as of the date first written above.

**GRANTOR:**

Witnessed by: \_\_\_\_\_

QWEST CORPORATION, a Colorado corporation,  
successor in interest to  
U S WEST COMMUNICATIONS, INC.,  
a Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

) ss:

)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_, by \_\_\_\_\_ as  
\_\_\_\_\_ of QWEST CORPORATION, a Colorado  
corporation.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**SGAT Exhibit D**

**EXECUTED** as of the date first written above.

**GRANTEE:**

Witnessed by: \_\_\_\_\_, a  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

)

COUNTY OF \_\_\_\_\_ )

) ss:

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_ as

\_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_.

Witness my hand and official seal.

(SEAL)

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

## SGAT Exhibit D

### CONSENT TO DISCLOSURE

THE UNDERSIGNED, \_\_\_\_\_, a \_\_\_\_\_ ("Owner"), whose address is \_\_\_\_\_, hereby consents to the terms of the following paragraphs regarding the agreement described or entitled as \_\_\_\_\_ between Qwest Corporation, formerly U S WEST Communications, Inc. ("Qwest") and Owner for the property located at \_\_\_\_\_ ("Property") that provides Qwest with access to Owner's Property (the "Agreement").

FOR TEN DOLLARS (\$10) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows:

1. Title to Property. Owner represents and warrants either (a) that Owner is the owner of fee title to the Property described in the Agreement or, if no description of the Property is given in the Agreement, then (b) that Owner is the grantor, or the successor to or assignee of the grantor, of the easement rights, if any, under the Agreement. Owner further represents and warrants that Owner has the legal right to execute this Consent to Disclosure, including, without limitation, the right to waive the confidentiality of the Agreement as set forth in paragraph 3 of this Consent to Disclosure.

2. Owner's Acknowledgments. Owner expressly acknowledges that (a) this is a legal document that may affect Owner's rights and Owner was given the opportunity to have the Agreement and this Consent to Disclosure reviewed by Owner's attorney; and (b) Owner, by signing this Consent to Disclosure, waives any rights it may have to keep the terms and provisions of the Agreement confidential.

3. Owner's Waiver of Confidentiality. Owner hereby waives any right it may have to keep the terms and conditions of the Agreement confidential, whether or not such right to confidentiality is expressly set forth in the Agreement or elsewhere or may have been agreed to orally, subject to the compliance of the competitive local exchange carrier ("CLEC") with the requirements of paragraph 5. Owner further covenants not to assert any claim or commence any action, lawsuit, or other legal proceeding against Qwest or CLEC presenting this Consent to Disclosure, based upon or arising out of Owner's alleged right to confidentiality relating to the Agreement. Owner's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

4. Qwest's Waiver of Confidentiality. Qwest represents and warrants that it is granting a limited waiver of its confidentiality rights that permits CLEC to review the Agreement subject to CLEC's compliance with the requirements of paragraph 5 and Qwest's right to redact all dollar amounts set forth in the Agreement. Qwest's consent to disclosure applies only to the Agreement that is described in this Consent to Disclosure form and only to the undersigned CLEC.

5. CLEC's Obligations. CLEC shall use the Agreement exclusively for the following purposes and for no other purpose whatsoever:

- (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or
- (b) to determine the ownership of wire within the Property described in the Agreement; or
- (c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

**SGAT Exhibit D**

CLEC further agrees that CLEC shall not disclose the contents, terms, or conditions of the Agreement to any CLEC agents or employees engaged in sales, marketing, or product management efforts on behalf of CLEC.

**6. Acknowledgement of Limitation on Waivers. Owner understands that Qwest does not agree to waive the confidentiality of the dollar amounts set forth in any Agreement, and acknowledges that Owner has no right to provide copies of such Agreements to any party unless Owner has completely deleted the dollar amounts. Owner shall not provide a copy of the Agreement unless Owner has completely deleted all dollar amounts. Whether provided by Owner or Qwest, CLEC shall comply with the conditions set forth in paragraph 5.**

**7. Notices.** All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section.

**EXECUTED** as of the date first written above.

**OWNER:**

\_\_\_\_\_

**CLEC:**

\_\_\_\_\_

**SGAT Exhibit D**

**EXHIBIT 1**

**Right of Way Agreement**

(This represents the ROW agreement between the Co-Provider and the property owner)

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## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC FOR FEATURE	Feature Description
3BL	3-Way Call Block
3CW	Call Transfer – Trunk Side
53W	Open Switch Interval Protection
69B1X	Call Forwarding - Busy Line
69D	Call Pick-up Directed
69H	Call Forwarding - Don't Answer
69J	Call Forwarding - Busy Line
6APPK	Call Hold
6MD	Barge-In
6SY	Call Waiting Terminating
6SZ	Call Waiting Originating
9FK	Secretarial Listing
A6PPK	Additional Primary Directory Number, Per PDN
A6QPN	Additional Secondary Directory Number*
ACS	Additional Call Appearances, Per Appearance
AR5	ARS Patterns Per Facility Terminating In Patterns
ARS-B	Automatic Route Selection, Common Equip
AS9	Additional Shared Call Appearance, Per Appearance
AYK	Class Anonymous Call Rejection
B2DPK	Automatic Dial
BOV	Executive Busy Override
C4Z	Call Park
CLT	Additional Directory Listing
CMD	Customer Dialed Account Recording
CTP	Call Transfer - All Calls
CV9	Call Forwarding – Variable
CXT	Remote Access Service
D06	Secondary DN
D08	Multiple Shared Call Appearances Of A DN
DAL	Foreign Listing
DHA	Distinctive Alert
DMA	Directed Call Pick-up - Per Line, Barge-In
DO6	Secondary Directory Number
DO8	Shared Directory Number
DPB	Directed Call Pick-up - Per System
E1N	Intracall
E3D	Speed Call
E3F	Speed Calling – 30 Per Line Accessing List
E3P	Call Pick-up

## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

<b>E3PPK</b>	Call Pick-up
<b>E62</b>	Call Waiting Dial Originating
<b>E6D</b>	Directed Call Pick-up - Per Line, Non Barge-In
<b>E6G</b>	Call Forwarding – Busy Restricted
<b>E6GUR</b>	Call Forwarding – Busy Unrestricted
<b>E6N</b>	Call Waiting – Intragroup, Per Line Equipped
<b>E8C</b>	Speed Calling 8#
<b>E9G</b>	Call Forwarding - Don't Answer Restricted
<b>E9GUR</b>	Call Forwarding - Don't Answer Unrestricted
<b>EAB</b>	Call Hold
<b>EAT</b>	Call Forwarding - Variable
<b>EBR</b>	Attendant Camp-On And Indication Of Camp-On
<b>EGR</b>	Group Use Service
<b>EH6</b>	Multiline Hunt Group - Circular Hunt
<b>EH8</b>	Multiline Hunt Group - Preferential List Hunt - First Line – Equipped
<b>EH9</b>	Multiline Hunt Group - Preferential List Hunt Additional Line – Equipped
<b>EO3</b>	Call Transfer
<b>ERB</b>	Call Forward Busy - Cust Activate
<b>ERD</b>	Call Forward Don't Answer - Cust Activate
<b>ESC</b>	3-Way
<b>ESH</b>	Convenience Dialing - Shared User
<b>ESHT3</b>	Speed Calling - 30 Per List
<b>ESHT6</b>	Speed Calling - 6 Per List
<b>ESM</b>	Call Forward Variable
<b>EST</b>	Speed Calling - 6 Per Line Accessing List
<b>ESX</b>	Call Waiting
<b>ESZ</b>	Call Waiting – Originating
<b>ETD</b>	Call Diversion
<b>ETG</b>	Call Restriction
<b>ETQPB/BLF</b>	Direct Station Selection/Busy Lamp Field
<b>ETQPB/GIC</b>	Group Intercom All Calls
<b>ETQPB/MWI</b>	Message Center Bus Set
<b>EVB</b>	Call Forward Busy – Programmed
<b>EVBHG</b>	Call Forward Busy - Per Hunt Group
<b>EVD</b>	Call Forward Don't Answer – Programmed
<b>EVDHG</b>	Call Forward Don't Answer - Per Hunt Group
<b>EVF</b>	Call Forward Busy Line Don't Answer, Forward To Outside Number
<b>EVFHG</b>	Call Forward Busy Line Don't Answer, Forward To Outside Number, Per Hunt Group

## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

<b>EVK</b>	Call Forward Busy Line Don't Answer, Overflow
<b>EVKHG</b>	Call Forward Busy Line Don't Answer, Overflow, Per Hunt Group
<b>EVO</b>	Call Forward Busy Line, Overflow
<b>EVOHG</b>	Call Forward Busy Line, Overflow - Per Hunt Group
<b>EY3PS</b>	Network Speed Call
<b>FAL</b>	Additional Listing In Another Directory
<b>FBJ</b>	Call Forward, Busy Line – Expanded
<b>FBJHG</b>	Call Forward, Busy Line – Expanded - Per Hunt Group
<b>FCU/FCY</b>	Call Forwarding-Programmable
<b>FDJ</b>	Call Forward, Don't Answer – Expanded
<b>FDJHG</b>	Call Forward, Don't Answer – Expanded - Per Hunt Group
<b>FGDPN</b>	Secondary Directory Number, Per SDN
<b>FID LNR after line USOC</b>	Last Number Redial
<b>FID MSB after line USOC</b>	Make Set Busy
<b>FID NDT after line USOC</b>	Data Call Protection
<b>FID PRK after line USOC</b>	Call Park
<b>FKAPN</b>	Continuous Redial, Per PDN
<b>FKDPN</b>	Last Call Return, Per PDN
<b>FKEPN</b>	Selective Call Forwarding, Per PDN
<b>FKQPN</b>	Call Rejection, Per PDN
<b>FNA</b>	Alternate Call Listing
<b>FOQ</b>	Call Forwarding Without Call Completion
<b>FVJ</b>	Call Forwarding Busy Line/Don't Answer Interoffice
<b>FVJHG</b>	Call Forwarding Busy Line/Don't Answer Interoffice - Per Hunt Group
<b>G5BPN</b>	X.25 Reverse Charge Acceptance, Per Number
<b>GFDPN</b>	Packet Switched Data Including One X.25 Logical Channel
<b>GSVPK</b>	X.25 Throughput Class Negotiation
<b>GVJ</b>	Speed Calling - 1 & 2 Digit List
<b>GVT</b>	6-Way
<b>GVV</b>	Speed Calling - 1 & 2 Digit List
<b>GVZ</b>	Speed Calling - 1 & 2 Digit List
<b>GXEPN</b>	X.25 Fast Select Acceptance, Per Number
<b>GXGPK</b>	X.25 Flow Control Parameter Negotiation
<b>H6U</b>	Hunting – UCD - Data
<b>H6UPG</b>	Hunting – UCD - Data - Per Group
<b>HBS</b>	Last Call Return Block
<b>HCKPG</b>	Circular Hunting - Per Group
<b>HDT</b>	Hunting - Circular – Data
<b>HDTPG</b>	Hunting - Circular - Data - Per Group
<b>HLA</b>	Hot Line

## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

<b>HSHP</b>	Preferential Hunting
<b>HSO</b>	Series Completion Per Each TN Hunted To
<b>HTG</b>	Hunting Feature
<b>HX2</b>	Call Waiting Terminating
<b>JUL</b>	Joint User Listing
<b>KX9</b>	Toll Restriction
<b>LBN</b>	Caller Id LIDB Listing
<b>M1W</b>	Message Waiting Indicator Audible/Visible
<b>MAZ</b>	Analog Call Appearance
<b>MGN</b>	Audible Message Waiting Service
<b>MJJP</b>	Conference Calling Meet Me
<b>MO9PK</b>	Conference Calling Preset
<b>MUMHT</b>	Centrex Billing; Network Access Register Sharing Capability
<b>MV5</b>	Visual Message Waiting Service
<b>N13</b>	Call Transfer/Three Way
<b>N2D</b>	Hunting - Sequential - Data
<b>N2DPG</b>	Hunting - Sequential - Data - Per Group
<b>N3CPB</b>	Non-Standard Configuration Group, Per Button
<b>NAE</b>	Shared Call Appearance, Per Appearance
<b>NBWP</b>	Message Waiting Indication, Per PDN
<b>NC8PN</b>	Priority Call, Per PDN
<b>NCE</b>	Class Selective Call Forwarding
<b>NDD</b>	Caller ID Blocking-All Calls, Per PDN
<b>NDK</b>	Automatic Identified Outward Dialing
<b>NF4VC</b>	Calling Number Id Feature Package
<b>NF4VF</b>	Flexible Calling Feature Package
<b>NGQ</b>	Did Sequential Number Block
<b>NGS</b>	20 Sequential DID Numbers
<b>NHGPG</b>	Key Short Hunt, Per Group
<b>NHGPN</b>	Key Short Hunt, Per Number
<b>NHN</b>	Each DID Number
<b>NHNRN</b>	Each DID Reserved
<b>NJEPN</b>	Call Forwarding Variable-All Calls-Voice, Per DN
<b>NJGPN</b>	Call Forwarding Busy Line-All Calls-Voice, Per DN
<b>NJKPN</b>	Call Forwarding Don't Answer-All Calls-Voice, Per DN
<b>NKM</b>	Class Calling Number Delivery Blocking
<b>NKM</b>	Caller-ID Block Per Line
<b>NLT</b>	Non-Listed Service
<b>NM1PP</b>	Isdn Calling Name Delivery
<b>NMCPN</b>	Call Name Id, Per Number
<b>NN8PK</b>	Speed Calling (8), Per Terminal

## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

<b>NNK</b>	<b>CLASS Name /#</b>
<b>NPU</b>	Non-Published Service
<b>NQ1PN</b>	Call Exclusion, Per DN
<b>NQ2PN</b>	Call Forwarding Busy Line For Circuit-Switched Data
<b>NQMPN</b>	Call Forwarding Don't Answer For Circuit-Switched Data
<b>NRCJ1</b>	Call Forwarding - Outside
<b>NRCJ6</b>	Call Waiting – Intragroup, Per System
<b>NSD</b>	Caller Identification Number
<b>NSH</b>	Alternate Listing
<b>NSK</b>	Class Priority Call
<b>NSQ</b>	Class Last Call Return
<b>NSS</b>	Class Continuous Redial
<b>NSW</b>	No Solicitation Calls Directory Listing
<b>NSY</b>	Class Selective Call Rejection
<b>NTU</b>	Night Service (Trunk Answer Any Station)
<b>NU4PN</b>	Call Forwarding Variable-All Calls For Circuit Switched Data
<b>NW9AL</b>	Additional X.25 Logical Channel, Per Logical Channel
<b>NWT</b>	Flexible Calling Feature Package
<b>NXJPK</b>	Speed Calling (30), Per Terminal
<b>NZ6PK</b>	Six Way Conference, Per Terminal
<b>NZHPN</b>	Call Pick-up, Per Number
<b>NZQ</b>	Hunting – Sequential
<b>NZQPG</b>	Hunting – Sequential - Per Group
<b>NZS</b>	Hunting – Circular
<b>NZSPG</b>	Hunting – Circular - Per Group
<b>NZT</b>	Hunting – UCD
<b>NZTPG</b>	Hunting – UCD - Per Group
<b>NZVPG</b>	Intercom, Per Group
<b>OBK5X</b>	Optional Calling Plans*
<b>OTQ</b>	Outgoing Trunk Queuing
<b>PLC</b>	Code Calling
<b>PLS</b>	Advanced Private Line Termination
<b>RBVXC</b>	International Toll Block
<b>RD7PN</b>	Redirecting Number Delivery, Per Number
<b>REAGF</b>	Block Compromise Charge-Removal Of A TN From A Sequential Number Block
<b>REAGG</b>	Block Compromise Charge-Temporary Removal Of A TN From A Sequential Number Block
<b>REAGM</b>	Changing Number Of Digits Outputpulsed, Per Change
<b>REAGN</b>	Changing Signaling, Per Change
<b>RGE</b>	Automatic Callback
<b>RGG1A</b>	Custom Ringing

## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

<b>RGG1B</b>	Custom Ringing
<b>RGG1C</b>	Custom Ringing
<b>RGG2A</b>	Custom Ringing
<b>RGG2B</b>	Custom Ringing
<b>RGG2C</b>	Custom Ringing
<b>RGG3A</b>	Custom Ringing
<b>RGG3B</b>	Custom Ringing
<b>RGG3C</b>	Custom Ringing
<b>RN4PP</b>	Isdn Redirecting Name Delivery
<b>RNCEP</b>	Easy Number
<b>RNN</b>	Distinctive Call Waiting Tone
<b>RTV1Q</b>	Toll Restriction – Billed Number Screening
<b>RTV1X</b>	Toll Restriction – Billed Number Screening
<b>RTV2Q</b>	Toll Restriction – Billed Number Screening
<b>RTV3Q</b>	Toll Restriction – Billed Number Screening
<b>RTV4Q</b>	Toll Restriction – Billed Number Screening
<b>RTVXN</b>	Restriction Of 976 Calls
<b>RTVXQ</b>	Toll Restriction – Billed Number Screening
<b>RTVXY</b>	10xxx Direct Dialed Blocking
<b>RTY</b>	Toll Restriction Service Individual & Key Lines
<b>SE3PG</b>	Hunting - Series Completion - Per Group
<b>SE3PG</b>	Series Completion Hunt, Per Group
<b>SE3PN</b>	Hunting - Series Completion - Per #
<b>SEA</b>	Selective Class Of Call Screening Per Access Line
<b>SRG</b>	Selective Class Of Call Screening Per Line Or Trunk
<b>TW1</b>	Talking Call Waiting
<b>U1E</b>	Loop Extension Technology
<b>XLL</b>	Directory Line Of Information
<b>XRW,XRS</b>	2B+D (Circuit Switched Data)*
<b>ZNBHX</b>	Zone 2 - With Hunting; In Central (EAS)
<b>ZPTMX</b>	Isdn Call Transfer Per T-1 Facility

## EXHIBIT E

### VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

#### PACKAGES

<b>UVKBX</b>	Call Waiting/Cancel, Speed Call 30, 3-Way Automatic Call Back, and Call Forward Variable
<b>UVKEX</b>	Basic Vertical Feature Package & Class Features, Call Waiting ID, Call Name & Number Delivery, Continuous Redial, Selective Call Forwarding, Selective Call Rejection, and Anonymous Call Rejection

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## EXHIBIT F – Special Request Process

1. The Special Request Process shall be used for the following requests:
  - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
  - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor
  - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
    - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
    - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
  - 1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

## EXHIBIT F – Special Request Process

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## EXHIBIT F – Special Request Process

1. The Special Request Process shall be used for the following requests:
  - 1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.
  - 1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.
  - 1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:
    - 1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;
    - 1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.
  - 1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.
2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.
3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.
4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.
5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.
6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor

## EXHIBIT F – Special Request Process

release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.<sup>1</sup>

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<sup>1</sup> This language has been added as result of consensus in subsequent workshops.



## Qwest Wholesale Program

**Project Name:** Co-Provider Industry Change Management Process

**Date:** 09/10/99  
12/28/99 Revised  
02/16/00 Revised  
11/10/00 Revised – For Co-Provider Industry Team Review  
03/13/01 Revised – For Co-Provider Industry Team Review  
03/30/01 Revised – For Co-Provider Industry Team Review

**Author:** Qwest Communications, Inc. (Qwest) – Information Technologies

**Abstract:** The Co-Provider Industry Change Management (CM) Process (CICMP) is an enhanced process for Co-Providers and Qwest to communicate Changes about Product, Process, and Operational Support Systems (OSS) interfaces. The CICMP includes regularly scheduled CM meetings, and the communications of changes to Product, Process, and OSS interfaces.

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- Qwest
CICMP Manager
Attachment A – Sample – Co-Provider Subscriber Letter to Qwest for IMA EDI Draft Developer Worksheets
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attachment C – Qwest Release NOtification Instructions
Attachment D – Release Documentation Distribution Schedule

## SGAT Exhibit G

### EXECUTIVE SUMMARY

This document sets forth Qwest's Co-Provider Industry Change Management Process (CICMP). The CICMP consists of Qwest's change management process for implementing changes to Co-Provider Products, Processes, or OSS interfaces and Qwest's process for communicating these changes to Co-Providers.

The CICMP key elements are:

- Qwest Co-Provider single point of contact responsible for managing changes
- Co-Provider Industry Team representing Co-Providers and Qwest
- Regularly scheduled Co-Provider Industry Team Meetings (i.e., forums) for discussing Co-Provider changes
- Regularly scheduled Co-Providers review and prioritization of changes
- Standard release lifecycle phases for introducing and monitoring changes
- Consistent documentation and tracking of changes and change notifications
- Reasonable communication intervals

The CICMP is a process for Co-Providers and Qwest to consistently communicate Product, Process, and OSS interface changes.



## **Qwest Wholesale Program**

**Project Name:** Co-Provider Industry Change Management Process – Escalation Process

**Date:** 10/12/99 Draft – For Co-Provider Industry Team Review  
10/20/99 Final – Co-Provider Industry Team Approved  
11/10/00 Revised – For Co-Provider Industry Team Review

**Author:** Qwest Communications, Inc. (Qwest) – Information Technologies

**Abstract:** The Co-Provider Industry Change Management (CM) Process (CICMP) – Escalation Process is the process for Co-Providers to escalate items (i.e., change requests) as defined in the CICMP document. Escalations can involve issues related to the CICMP process itself. The escalation occurs only after normal CICMP procedures have been completed.

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## **I INTRODUCTION**

### **I.I Description**

The *CICMP – Escalation* is a process for escalating items (i.e., change request) to be re-reviewed by Qwest. In such escalation, the Co-Provider is requesting Qwest to alter its current course of action as previously discussed at the Co-Provider Industry Team Meeting. The *CICMP* document defines items that can be escalated including change requests to the *CICMP*.

### **I.II Guidelines**

The following are *CICMP – Escalation* guidelines:

- Escalation item is defined within the *CICMP* document
- Escalation item has an associated change request (CR) number
- Escalation item has been shared and discussed at the Co-Provider Industry Team Meeting
- Escalation occurs after normal *CICMP* procedures are completed
- Escalation items will be distributed to the Co-Provider Industry Team; unless, the Co-Provider has indicated that the item is *proprietary*
- Escalation items will be reviewed by the appropriate Qwest Wholesale Director
- If required, a continued escalation item will be reviewed by the appropriate Qwest Wholesale Vice President

### **I.III Objective**

The *CICMP – Escalation* objective is to provide an opportunity for the Co-Provider and Qwest to discuss and re-review an outcome of a previously discussed change request at a Co-Provider Industry Team meeting.

## **II ESCALATION PROCESS DESCRIPTIONS**

### **II.I Process Description – Systems Escalation Process**

The *CICMP – Escalation* is a series of activities involving the Co-Provider, Qwest designated representatives, and Qwest *CICMP* Manager.

The following tables list each activity in including its name, description, input(s), output(s), responsibility, and interval.

## SGAT Exhibit H

Activity Name	1.1 Initiate an Escalation
<b>Description</b>	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
<b>Input(s)</b>	Co-Provider CR with a status of one of the following: <ul style="list-style-type: none"> <li>➤ Reviewed – Under Consideration</li> <li>➤ Reviewed – Release Baseline Candidate</li> <li>➤ Cancelled – Co-Provider Industry Team</li> <li>➤ Cancelled -- Other</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Email to Qwest CICMP Manager. The email will include:                             <ul style="list-style-type: none"> <li>➤ Subject: (Co-Provider Name) Escalation of CR# _____</li> <li>➤ Title and description of escalation item</li> <li>➤ History of Item</li> <li>➤ Co-Provider desired outcome</li> <li>➤ Impact to Co-Provider of not meeting desired outcome</li> </ul> </li> </ul>
<b>Responsibility</b>	Co-Provider CR Manager
<b>Interval</b>	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
<b>Description</b>	Receive Co-Provider escalation email. Forward the escalation to the Qwest Wholesale Director -- Interconnection and Product Services.
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Email to Qwest CICMP Manager.</li> <li>➤ Qwest Wholesale Director -- Interconnection and Product Services email address</li> <li>➤ Co-Provider Industry Team Listing</li> <li>➤ Change Request</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Escalation email – forwarded to the appropriate Qwest Wholesale Director, copy to Co-Provider, and blind copies to Co-Provider Industry Team                             <ul style="list-style-type: none"> <li>➤ Attach CR</li> </ul> </li> </ul>
<b>Responsibility</b>	Qwest CICMP Manager
<b>Interval</b>	Within one business day after receipt of a Co-Provider escalation email

Activity	1.3 Respond to Escalation
<b>Description</b>	<p>The appropriate Qwest Wholesale Director will respond to the escalation item with Qwest's position and explanation of that position.</p> <p>1.3.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>

## SGAT Exhibit H

Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.3 Respond to Escalation
<b>Input(s)</b>	➤ Escalation Email
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Responding escalation email to Co-Provider from the appropriate Qwest Wholesale Director to Co-Provider. Copy to appropriate Qwest CICMP Manager</li> <li>➤ If required, Co-Provider Industry Team Conference Call</li> </ul>
<b>Responsibility</b>	Qwest Wholesale Director -- Interconnection and Product Services
<b>Interval</b>	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
<b>Description</b>	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
<b>Input(s)</b>	Response to escalation email from the appropriate Qwest Wholesale Director
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Continued escalation email to CICMP Manager</li> <li>Or</li> <li>➤ Qwest escalation response has been accepted as closure to the item</li> </ul>
<b>Responsibility</b>	Co-Provider CR Manager
<b>Interval</b>	☐ Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

Activity	1.5 Receive/Forward Continue Escalation
<b>Description</b>	Receive Co-Provider continue escalation email. Forward the continue escalation to the appropriate Qwest Wholesale Director.
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Continue escalation email to CICMP Manager</li> <li>➤ Qwest Senior Director – Wholesale Product Marketing email address</li> <li>➤ Co-Provider Industry Team Listing</li> </ul>
<b>Output(s)</b>	Continue escalation email – forwarded to Qwest Senior Director – Wholesale Product Marketing, copy to Co-Provider, and blind copies to Co-Provider Industry Team
<b>Responsibility</b>	Qwest CICMP Manager
<b>Interval</b>	Within one business day after receipt of a Co-Provider continue escalation email.

Activity	1.6 Respond to Continued Escalation
<b>Description</b>	<p>The Qwest Senior Director – Wholesale Product Marketing will respond to the escalation item with Qwest's position and explanation of that position.</p> <p><b>1.6.1</b> If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.6 Respond to Continued Escalation
<b>Input(s)</b>	➤ Continue escalation email
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Qwest responding email to continue to Co-Provider. Copy to Qwest CICMP Manager</li> <li>➤ If required, Co-Provider Industry Team Conference Call</li> </ul>
<b>Responsibility</b>	Qwest Senior Director – Wholesale Product Marketing
<b>Interval</b>	Within 4 business days after 1.2 Receive/Forward Escalation.

### II.II Process Description – Product Escalation

The CICMP – Escalation is a series of activities involving the Co-Provider, Qwest designated representatives, and Qwest CICMP Manager.

The following tables list each activity in including its name, description, input(s), output(s), responsibility, and interval.

Activity Name	1.1 Initiate an Escalation
<b>Description</b>	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
<b>Input(s)</b>	Co-Provider CR with a status of one of the following: <ul style="list-style-type: none"> <li>➤ Reviewed – Under Consideration</li> <li>➤ Reviewed – Release Baseline Candidate</li> <li>➤ Cancelled – Co-Provider Industry Team</li> <li>➤ Cancelled -- Other</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Email to Qwest CICMP Manager. The email will include:               <ul style="list-style-type: none"> <li>➤ Subject: (Co-Provider Name) Escalation of CR# _____</li> <li>➤ Title and description of escalation item</li> <li>➤ History of Item</li> <li>➤ Co-Provider desired outcome</li> <li>➤ Impact to Co-Provider of not meeting desired outcome</li> </ul> </li> </ul>
<b>Responsibility</b>	Co-Provider CR Manager
<b>Interval</b>	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
<b>Description</b>	Receive Co-Provider escalation email. Forward the escalation to the appropriate Qwest Wholesale Product Director as indicated on the CR Form.
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Email to Qwest CICMP Manager.</li> <li>➤ Appropriate Qwest Wholesale Product Director email address</li> <li>➤ Co-Provider Industry Team Listing</li> </ul>

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.2 Receive/Forward Escalation
	<ul style="list-style-type: none"> <li>➤ Change Request</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Escalation email – forwarded to the appropriate Qwest Wholesale Product Director, copy to Co-Provider, and blind copies to Co-Provider Industry Team</li> <li>➤ Attach CR</li> </ul>
<b>Responsibility</b>	Qwest CICMP Manager
<b>Interval</b>	Within one business day after receipt of a Co-Provider escalation email

Activity	1.3 Respond to Escalation
<b>Description</b>	<p>The appropriate Qwest Wholesale Product Director will respond to the escalation item with Qwest's position and explanation of that position.</p> <p>1.3.1 If Qwest's position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Escalation Email</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Responding escalation email to Co-Provider from appropriate Qwest Wholesale Product Director. Copy to Qwest CICMP Manager</li> <li>➤ If required, Co-Provider Industry Team Conference Call</li> </ul>
<b>Responsibility</b>	Qwest Wholesale Product Director
<b>Interval</b>	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
<b>Description</b>	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
<b>Input(s)</b>	Response to escalation email from the appropriate Qwest Wholesale Product Director.
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Continued escalation email to CICMP Manager</li> <li>Or</li> <li>➤ Qwest escalation response has been accepted as closure to the item</li> </ul>
<b>Responsibility</b>	Co-Provider CR Manager
<b>Interval</b>	Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

Activity	1.5 Receive/Forward Continue Escalation
<b>Description</b>	Receive Co-Provider continue escalation email. Forward the continue escalation to the appropriate Qwest Wholesale Product Director
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Continue escalation email to CICMP Manager</li> <li>➤ Qwest Sr. Director – Wholesale Product Marketing email address</li> </ul>

## SGAT Exhibit H

Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.5 Receive/Forward Continue Escalation
	➤ Co-Provider Industry Team Listing
<b>Output(s)</b>	Continue escalation email – forwarded to the Qwest Sr. Director – Wholesale Product Marketing, copy to Co-Provider, and blind copies to Co-Provider Industry Team
<b>Responsibility</b>	Qwest CICMP Manager
<b>Interval</b>	Within one business day after receipt of a Co-Provider continue escalation email.

Activity	1.6 Respond to Continued Escalation
<b>Description</b>	The Qwest Sr. Director – Wholesale Product Marketing will respond to the escalation item with Qwest’s position and explanation of that position. 1.6.1 If Qwest’s position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.
<b>Input(s)</b>	➤ Continue escalation email
<b>Output(s)</b>	➤ Qwest responding email to continue to Co-Provider. Copy to Qwest CICMP Manager ➤ If required, Co-Provider Industry Team Conference Call
<b>Responsibility</b>	Qwest Sr. Director – Wholesale Product Marketing
<b>Interval</b>	Within 4 business days after 1.2 Receive/Forward Escalation.

### II.III Process Description – Process Escalation

The CICMP – Escalation is a series of activities involving the Co-Provider, Qwest designated representatives, and Qwest CICMP Manager.

The following tables list each activity in including its name, description, input(s), output(s), responsibility, and interval.

Activity Name	1.1 Initiate an Escalation
<b>Description</b>	After the discussion of a CR at the Co-Provider Industry Team Meeting, the Co-Provider CR Manager decides to escalate the CR based on its impact to the Co-Provider.
<b>Input(s)</b>	Co-Provider CR with a status of one of the following: ➤ Reviewed – Under Consideration ➤ Reviewed – Release Baseline Candidate ➤ Cancelled – Co-Provider Industry Team ➤ Cancelled -- Other

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Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity Name	1.1 Initiate an Escalation
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Email to Qwest CICMP Manager. The email will include:                             <ul style="list-style-type: none"> <li>➤ Subject: (Co-Provider Name) Escalation of CR# _____</li> <li>➤ Title and description of escalation item</li> <li>➤ History of Item</li> <li>➤ Co-Provider desired outcome</li> <li>➤ Impact to Co-Provider of not meeting desired outcome</li> </ul> </li> </ul>
<b>Responsibility</b>	Co-Provider CR Manager
<b>Interval</b>	2 business days following the Co-Provider Industry Team Meeting

Activity	1.2 Receive/Forward Escalation
<b>Description</b>	Receive Co-Provider escalation email. Forward the escalation to the Qwest Director – Interconnect Operations Process Management
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Email to Qwest CICMP Manager.</li> <li>➤ Qwest Director – Interconnect Operations Process Management email address</li> <li>➤ Co-Provider Industry Team Listing</li> <li>➤ Change Request</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Escalation email – forwarded to the Qwest Director – Interconnect Operations Process Management, copy to Co-Provider, and blind copies to Co-Provider Industry Team</li> </ul> <p>Attach CR</p>
<b>Responsibility</b>	Qwest CICMP Manager
<b>Interval</b>	Within one business day after receipt of a Co-Provider escalation email

Activity	1.3 Respond to Escalation
<b>Description</b>	<ul style="list-style-type: none"> <li>➤ The Qwest Director – Interconnect Operations Process Management will respond to the escalation item with Qwest’s position and explanation of that position.</li> </ul> <p>1.3.1 If Qwest’s position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Escalation Email</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Responding escalation email to Co-Provider from Qwest Director – Interconnect Operations Process Manager. Copy to Qwest CICMP Manager</li> <li>➤ If required, Co-Provider Industry Team Conference Call</li> </ul>
<b>Responsibility</b>	Qwest Director – Interconnect Operations Process Management
<b>Interval</b>	Within 4 business days after 1.2 Receive/Forward Escalation.

Activity	1.4 Review Response and Determine if Escalation Continues
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## SGAT Exhibit H

Co-Provider Industry Change Management Process

Qwest Wholesale Program

Activity	1.4 Review Response and Determine if Escalation Continues
<b>Description</b>	Co-Provider reviews Qwest escalation response. If the Co-Provider decides to continue the escalation, the Co-Provider will forward Qwest email responding to the escalation to CICMP Manager with any additional information.
<b>Input(s)</b>	Response to escalation email from the Qwest Director – Interconnect Operations Process Management.
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Continued escalation email to CICMP Manager</li> <li>Or</li> <li>➤ Qwest escalation response has been accepted as closure to the item</li> </ul>
<b>Responsibility</b>	Co-Provider CR Manager
<b>Interval</b>	Within 5 days after email receipt of 1.3 Respond to Escalation the Co-Provider may continue escalation or the Qwest escalation response has been accepted as closure to the item

Activity	1.5 Receive/Forward Continue Escalation
<b>Description</b>	Receive Co-Provider continue escalation email. Forward the continue escalation to the Qwest Director – Interconnect Operations Process Management
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Continue escalation email to CICMP Manager</li> <li>➤ Qwest Sr. Director – Interconnect Operations email address</li> <li>➤ Co-Provider Industry Team Listing</li> </ul>
<b>Output(s)</b>	Continue escalation email – forwarded to the Qwest Sr. Director – Interconnect Operations, copy to Co-Provider, and blind copies to Co-Provider Industry Team
<b>Responsibility</b>	Qwest CICMP Manager
<b>Interval</b>	Within one business day after receipt of a Co-Provider continue escalation email.

Activity	1.6 Respond to Continued Escalation
<b>Description</b>	<p>The Qwest Sr. Director – Interconnect Operations will respond to the escalation item with Qwest’s position and explanation of that position.</p> <p><b>1.6.1</b> If Qwest’s position suggests a change in the current course of action for a CR, Qwest will conduct a Co-Provider Industry Team conference call within 1 business day after the Qwest decision in order to arrive at an industry consensus.</p>
<b>Input(s)</b>	<ul style="list-style-type: none"> <li>➤ Continue escalation email</li> </ul>
<b>Output(s)</b>	<ul style="list-style-type: none"> <li>➤ Qwest responding email to continue to Co-Provider. Copy to Qwest CICMP Manager</li> <li>➤ If required, Co-Provider Industry Team Conference Call</li> </ul>
<b>Responsibility</b>	Qwest Sr. Director – Interconnect Operations
<b>Interval</b>	Within 4 business days after 1.2 Receive/Forward Escalation.

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