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2007 OCT 25 A 10: 54
AZ CORP COMMISSION
DOCKET CONTROL

Arizona Corporation Commission
DOCKETED
OCT 25 2007

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NR

IN THE MATTER OF COX ARIZONA
TELCOM, L.L.C.'S PETITION FOR
ARBITRATION WITH QWEST
CORPORATION, PURSUANT TO SECTION
252 OF THE TELECOMMUNICATIONS ACT
OF 1996

DOCKET NOS. T-03471A-07-0242
T-01051B-07-0242

**JOINT NOTICE OF AGREEMENT REGARDING CLOSURE OF ARBITRATION
ISSUE NOS. 8 THROUGH 15**

Cox Arizona Telcom, L.L.C ("Cox") and Qwest Corporation ("Qwest") submit this notice to inform the Commission that they have entered into an agreement titled, "Settlement Agreement Concerning Subloop Arbitration Issues – Arizona" (the "Subloop Arbitration Settlement Agreement"), which resolves Arbitration Issue Nos. 8 through 15.

Issue Nos. 8 through 15 are interrelated and generally involve questions concerning Cox's access to Qwest terminals and subloops at multi-tenant customer sites. The parties' agreement to close these issues is embodied in the Subloop Arbitration Settlement Agreement, a copy of which is attached as Attachment 1 hereto. Exhibit A to the Subloop Arbitration Settlement Agreement is in the form of an amendment to the existing Interconnection Agreement between the parties, and is titled, "Subloop Unbundling and Network Interface Device (NID) Amendment to the Interconnection Agreement between Qwest Corporation and Cox Arizona

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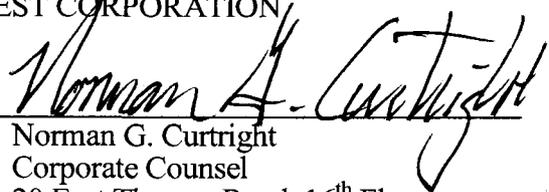
1 Telcom, LLC for the State of Arizona” (the “Subloop Unbundling Amendment”). The Subloop
2 Unbundling Amendment provides terms and conditions by which Cox may use subloops owned
3 by Qwest in multi-tenant sites in Arizona to serve its customers while the current interconnection
4 agreement between the parties remains in effect. Additionally, the Subloop Arbitration
5 Settlement Agreement provides that the parties will incorporate the language of the Subloop
6 Unbundling Amendment into the compliant interconnection agreement that the parties anticipate
7 will be filed once the arbitration of the remaining issues in this matter is concluded.

8 The Subloop Arbitration Settlement Agreement is submitted pursuant to the provisions of
9 paragraph 8 thereof, for informational purposes, and in connection with the parties’ agreement
10 expressed in paragraph 2.1 that the parties shall notify the Commission that the parties have
11 reached agreement regarding the Subloop Arbitration Issue Nos. 8 through 15 and that these
12 issues may be closed.

13 Also on this date, Qwest is filing at Docket Control for the Commission a fully executed
14 Subloop Unbundling Amendment, with a request that the Commission approve said amendment
15 under 47 U.S.C. 252(e) and A.A.C. R14-2-1508 as a negotiated amendment to the
16 Interconnection Agreement that was approved by the Commission on July 2, 1997, in Docket
17 Nos. U-3242-97-017, E-1051-97-017, Decision No. 60295.

18 DATED this 25th day of October, 2007.

19
20 QWEST CORPORATION

21 By: 

22 Norman G. Curtright
23 Corporate Counsel
24 20 East Thomas Road, 16th Floor
25 Phoenix, Arizona 85012
26 Telephone: (602) 630-2187

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COX ARIZONA TELCOM, L.L.C

By: 
Michael W. Patten
Roshka DeWulf & Patten, PLC
One Arizona Center
400 East Van Buren Street, Suite 800
Phoenix, AZ 85004
Telephone: (602) 256-6100

ORIGINAL and 13 copies hand-delivered
for filing this 25th day of October, 2007, to:

Docket Control
ARIZONA CORPORATION COMMISSION
1200 West Washington Street
Phoenix, AZ 85007

Copy of the foregoing hand-delivered
this 25th day of October, 2007, to:

Dwight D. Nodes
Administrative Law Judge
Hearing Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Maureen Scott, Esq.
Legal Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Ernest G. Johnson, Esq.
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007



ATTACHMENT 1

**SETTLEMENT AGREEMENT CONCERNING SUBLOOP ARBITRATION
ISSUES – ARIZONA**

This Settlement Agreement Concerning Certain Arbitration Issues - Arizona ("this Agreement") is entered into between Qwest Corporation ("Qwest") and Cox Arizona Telcom, L.L.C. ("Cox"). Qwest and Cox are each a "Party" to this Agreement and are referred to collectively as "the Parties."

RECITALS

A. WHEREAS, Qwest and Cox are parties to an interconnection arbitration ("the Interconnection Arbitration") captioned as *In the Matter of Cox Arizona Telcom, L.L.C's Petition for Arbitration with Qwest Corporation Pursuant to Section 252 of the Telecommunications Act of 1996*, Docket Nos. T-03471A-07-0242 and T-01051B-7-00242 before the Arizona Corporation Commission ("ACC") in which Cox has petitioned the ACC to arbitrate unresolved interconnection terms and conditions between Cox and Qwest, including terms and conditions in Issues 8-15 associated with Cox's access to and use of Qwest terminals and Subloop in MTEs (the "Subloop Arbitration Issues"); and

B. WHEREAS, to avoid the inconvenience, expense and uncertainty of further litigation, the Parties desire to resolve the Subloop Arbitration Issues raised in the Interconnection Arbitration by both amending the interconnection agreement under which they are currently operating ("Current ICA") and designating the Subloop Arbitration Issues in the Interconnection Arbitration as being resolved;

NOW THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows, effective as of the Effective Date set forth in Paragraph 3 below.

AGREEMENT TERMS

1. Settlement of Subloop Arbitration Issues.

1.1 In settlement of the Subloop Arbitration Issues, the Parties have negotiated the terms and conditions for Subloop access by way of amendment (the "Amendment") to the Current ICA as set forth in **Exhibit A** of this Agreement, which is expressly incorporated and made a part of this Agreement. Within seven days after the last date of execution of this Agreement, the Parties will file the Amendment with the ACC pursuant to 47 U.S.C. § 252 and A.A.C. R14-2-1508.

1.2 Subject to and as more fully described in **Exhibit A**, Cox may use and continue to use Subloops owned by Qwest, including "intrabuilding cable" and "campus wire" (where campus wire is connected to Attached Terminals) (collectively "On-Premises Wire ") in MTEs in Arizona to serve its customers for a period of five years, beginning on the Effective Date, subject to payment by Cox to Qwest of Five Hundred Thousand Dollars (\$500,000.00) within ten days of the Effective Date. This payment is based on the Parties' best estimate of the net present value of payments that would otherwise be due if Cox placed individual orders for On-Premises Wire, taking into account factors including but not limited to: (1) Cox's current and projected customer base; (2) Cox's intended business plan to migrate towards technology that will enable it to serve customers solely over its own facilities; (3) the degree and extent to which Qwest owns the On-Premises Wire which Cox is using and would use in the future; and (4) the nonrecurring rates that may be applicable to the ordering of On-Premises Wire, which rates have not all been analyzed by the ACC.

1.3 This payment shall be in lieu of any and all non-recurring charges and monthly recurring charges for Cox's use of Qwest's On-Premises Wire in MTEs in Arizona during this

time; *except* this payment shall not include nonrecurring charges associated with any special work that Qwest must perform to relocate its facilities or replace inaccessible terminals. Charges for such work will be billed by Qwest and paid by Cox separately as provided in **Exhibit A**.

1.4 The Parties further agree that, during the five-year period set forth in paragraph 1.2 above, they will include the terms and conditions set forth in **Exhibit A** in any interconnection agreement that they may execute as a successor to the Replacement ICA defined below, with such terms and conditions remaining in effect until the termination of such period. If Cox continues after such termination to serve any MTE customers using Qwest-owned On-Premises Wire, Cox shall negotiate with Qwest for payments based on the number of connections and appropriate rates.

2 Incorporation of Subloop Arbitration Issues into Replacement Agreement.

2.1 Cox and Qwest shall advise the ACC that they have reached agreement regarding the Subloop Arbitration Issues and that these issues may be closed. Once the Interconnection Arbitration is completed and the Parties are at the point where they will file a compliant interconnection agreement (the "Replacement ICA"), the Parties shall incorporate the language of **Exhibit A** verbatim into the Replacement ICA as Sections 9.3, 9.4, and 9.5.

2.2 The Parties acknowledge and agree that Qwest is currently obligated to provide Subloops (including On-Premises Wire) as an unbundled network element pursuant to 47 U.S.C. § 251 in all Qwest wire centers in Arizona. If, before termination of the five-year period set forth in paragraph 1.2 above, Qwest is granted forbearance or is otherwise relieved from the obligation of providing Cox with access to Subloops (including On-Premises Wire) in any Arizona wire centers pursuant to 47 U.S.C. § 251, the obligations of this Agreement shall survive such change of law until such termination. Therefore, if such forbearance or other relief

is granted, the Parties shall negotiate any necessary agreement covering Cox's access to such Subloops that will be effective until the termination of the five-year period in order to implement the identical terms of this Agreement. The Parties acknowledge that the payment provided for in Paragraph 1.2 above is intended to cover Cox's access, during the five-year period, to all Subloops, including any for which Qwest is granted forbearance or is otherwise relieved from the obligation of providing Cox with access to Subloops (including On-Premises Wire) in any Arizona wire centers pursuant to 47 U.S.C. § 251.

3. **Effective Date.** The Effective Date of this Agreement shall be the same date as the Effective Date of the Parties' Confidential Settlement Agreement and Mutual Release - Arizona Complaint Proceeding ("Confidential Settlement Agreement"). As defined in the Confidential Settlement Agreement, the Effective Date is the date the Complaint Proceeding (as defined in Paragraph A of the Confidential Settlement Agreement) is dismissed with prejudice. This Agreement is contingent on the ACC not making any material modifications to the terms of the Confidential Settlement Agreement or the terms of the Amendment defined in Paragraph 1.1 above.

4. **Governing Law.** This Agreement is governed by the law of the State of Arizona without regard to its conflict of law principles.

5. **No Admission of Liability.** This Agreement represents the Parties' mutual desire to compromise and settle disputed claims in a manner consistent with the public interest. The Agreement represents a compromise of the positions of the Parties. Neither the execution nor the performance of this Agreement shall constitute or be construed as an admission by either Party of any liability to the other, which the Parties expressly disclaim.

6. **Entire Agreement.** This Agreement, including **Exhibit A**, is intended by the Parties to be the complete and final expression of their agreement as to the matters addressed within it and is specifically intended to be an integrated contract with respect to the matters affected by it. Each Party agrees that any prior negotiations, statements, representations or agreements that are inconsistent with any provision in this Agreement are merged in and superseded by this Agreement, and that such Party has not relied on any representation or promise, oral or otherwise, which is not set forth in this Agreement.

7. **Modification or Waiver.** No modification, course of conduct, amendment, supplement to, or waiver of this Agreement shall be binding upon the Parties unless made in writing and duly signed by all Parties. At no time shall any failure or delay by either Party in enforcing any provisions, exercising any option, or requiring performance of any provisions be construed to be a waiver of same. No effective waiver of any right conferred by this Agreement shall be construed to be a waiver of any other right.

8. **Submission of this Agreement to ACC.** Within seven days of the last date of execution below, the Parties will, for informational purposes file with the ACC a copy of this Agreement.

9. **Cooperation in Implementation.** The Parties agree to execute any and all documents reasonably necessary to implement the terms and conditions of this Agreement. Each Party will support and defend this Agreement and shall oppose any modification of it, whether such proposed modification is offered by the ACC, an individual Commissioner, the Staff or any other person, firm or organization.

10. Commission Approval and Severability. Each provision of this Agreement is in consideration and support of all other provision and is expressly conditioned upon acceptance and approval by the ACC without modification or with modifications acceptable to both Parties.

11. Interpretation. The Parties acknowledge and agree that this Agreement is the result of negotiations between them, which have been conducted at arms' length by commercial entities of substantially equal bargaining power, that each Party has participated in the preparation of this Agreement with advice of counsel, and accordingly that this Agreement shall not be interpreted for or against either Party as being the drafter.

12. Dispute Resolution. Any controversy or claim arising out of or related to this Agreement, or its breach, shall be resolved in accordance with the dispute resolution provisions of the Current ICA, the Replacement ICA or any successor interconnection agreement in effect between the Parties at the time that such controversy or claim arises.

13. Counterparts. This Agreement may be executed in identical counterparts. Each counterpart shall be deemed to be an original instrument, but all counterparts taken together shall constitute a single document. Facsimile signatures shall be deemed originals.

14. Effect and Authority.

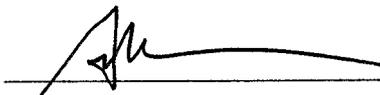
14.1 This Agreement shall be binding upon, and inure to the benefit of, the predecessors, successors, assigns, representatives, and beneficiaries of the Parties. This Agreement is intended to and does inure to the benefit of each Party and each Party's affiliated corporations and other related business entities, including, without limitation, parent corporations, subsidiaries, and divisions, and any of their officers, directors, agents, employees, representatives, shareholders, accountants, independent contractors, and attorneys.

14.2. Each Party represents and warrants to the other that: (a) it has the right to enter into this Agreement and to fully perform and fulfill the obligations and requirements for each transaction contemplated thereby; and (b) neither the performance of its services, its consummation of any transactions, nor its fulfillment of any obligations under this Agreement is in conflict with or violates the rights of any third party, or any legal obligation, law or regulation or any other agreements or obligations by which it is or may be bound.

IN WITNESS WHEREOF, the Parties have caused, for and on their behalf and intending to be legally bound hereby, the signatures of their respective duly authorized representatives to be hereunto affixed on the day and year indicated below.

QWEST CORPORATION

COX ARIZONA TELCOM, L.L.C.

By: 
Printed: Steven Anderson
Title: VP-Operations
Date: October 12, 2007

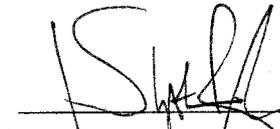
By: 
Printed: Stephen Rizley
Title: VP-Region Mgr
Date: October 18, 2007

EXHIBIT A

**Subloop Unbundling and Network Interface Device (NID) Amendment
to the Interconnection Agreement
between
Qwest Corporation
and
Cox Arizona Telcom, LLC
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation (f/k/a U S WEST Communications, Inc.) ("Qwest"), a Colorado corporation, and Cox Arizona Telcom, LLC ("CLEC"), a Delaware Limited Liability Company; (collectively, "the Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Arizona, that was approved by the Arizona Corporation Commission on July 2, 1997, as referenced in Docket Nos. U-3242-97-017, E-1051-97-017, Decision No. 60295 ("Interconnection Agreement"); and

WHEREAS, the Parties have entered into the "Settlement Agreement Concerning Subloop Arbitration Issues – Arizona" (the "Arbitration Settlement"); and

WHEREAS, the Arbitration Settlement contains agreements reflecting terms, conditions, and rates for Subloops and Network Interface Devices (NIDs); and

WHEREAS, in accordance with the Settlement Agreement, the Parties agree to amend the Interconnection Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Interconnection Agreement is hereby amended by adding the terms, conditions and rates for Subloop Unbundling and Network Interface Device (NID), as set forth in Attachment 1, and Exhibit A, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective when approved, either by the Commission or by operation of law ("Effective Date").

Further Amendments

Except as modified herein, the provisions of the Interconnection Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may

not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties'

authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Interconnection Agreement as amended (including the documents referred to herein) together with the Arbitration Settlement constitute the full and entire understanding and agreement between the Parties with regard to the subjects of the Interconnection Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Interconnection Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Cox Arizona Telcom, LLC

Claus Kroeger
Signature

Claus Kroeger
Name Printed/Typed

SVP, Operations
Title

10/17/07
Date

Qwest Corporation

L. T. Christensen
Signature

L. T. Christensen
Name Printed/Typed

Director - Interconnection Agreements
Title

10/12/07
Date

ATTACHMENT 1

9.3 Subloop Unbundling

INTRODUCTION

As part of the Parties' "Settlement Agreement Concerning Subloop Arbitration Issues – Arizona" (the "Arbitration Settlement"), CLEC and Qwest have resolved a dispute over CLEC's access to Qwest terminals for connecting CLEC's network to the individual wiring serving End User Customers at multi-tenant environments ("MTEs").

One aspect of the dispute involved the payment for CLEC's past access of Qwest terminals and Subloops. CLEC did not submit Subloop orders to Qwest in the past. Without the determination of ownership and the records that would likely have been created had CLEC submitted such orders, the Parties were compelled to exert their best efforts in determining the number of Subloops that had been used by CLEC and the period of time each Subloop was in use. These efforts led the Parties to agree upon an appropriate amount for CLEC to pay Qwest for CLEC's past use of Subloops, pursuant to the rates and charges in Qwest's standard agreement.

Another aspect of the overall resolution of this dispute involves CLEC's future access to Qwest's terminals and Subloops. In resolution of this aspect of the dispute, the Parties entered into the Arbitration Settlement in which, among other things, they agree to adhere to the provisions of these Sections 9.3-9.5 ("Subloop Section"), which are hereby incorporated by amendment to the current interconnection agreement entered into by the Parties ("Interconnection Agreement") to give effect to that part of the Arbitration Settlement. Accordingly, for the five-year period from the Effective Date, the terms and conditions of this Subloop Section shall remain in effect. The Parties agree to incorporate such terms and conditions into any subsequent interconnection agreement that they may enter into, and such terms and conditions so incorporated shall remain in effect until the termination of this five-year period.

Given the absence of records that would permit more precise projections, the Parties have exerted their best efforts to estimate the number of intrabuilding cable ("IBC") Subloops CLEC will use during this five-year period. As reflected in the Arbitration Settlement, CLEC has made an advance payment of \$500,000 to reflect all rates and charges associated with the use of IBC Subloops during that period, including the recurring and non-recurring rates shown in Exhibit A. (This advance payment does not include (a) the cost for any special work that Qwest must perform in accordance with Section 9.3.3.7 below to relocate its facilities or replace inaccessible terminals, the charges for which will be billed separately pursuant to Sections 9.3.6.4.2 and 9.3.6.4.3 below, (b) new FCP/Cross Connect Collocation (including associated jumper charges), the charges for which will be billed separately pursuant Section 9.3.6.3, (c) new Distribution Subloops, the charges for which are described in Sections 9.3.2.1.1 and 9.3.2.1.2 and Exhibit A, (d) Subloop Isolation Charges, the charges for which will be billed separately pursuant to Section 9.3.6.1.2., (e) access to protector fields in Qwest NIDs as described in Sections 9.5.2.5 and 9.5.3.2 below, and (f) miscellaneous charges specified in Section 9.3.6.6) In consideration of such advance payment, CLEC will not be required to submit any order for a IBC Subloop or make any payment for a IBC Subloop during the five-year period. Further, in this and various other ways, the terms

and conditions of this Section 9.3 may differ from those contained in the interconnection agreements between Qwest and other Competitive Local Exchange Carriers. For example, CLEC and Qwest are not required by this Subloop Section to arrange a meeting in the field between their representatives for the purpose of creating any inventory.

9.3.1 Description

9.3.1.1 A "Subloop" is defined for this Subloop Section only as part or all of the distribution portion of a copper Loop or hybrid Loop that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (outside of the Central Office) and terminates at an End User's premises.

Subloops may include on-premise wiring owned or controlled by Qwest that terminates at the Demarcation Point. Qwest and CLEC recognize that, in the past, they have disagreed as to the location of the Demarcation Point for particular End User Customers at MTE premises. Accordingly, the Parties have agreed, for the limited purposes of this Subloop Section only, to forego any attempt to identify the actual Demarcation Point for a particular customer at an MTE premise, but instead to calculate payment based on the Parties' best estimate of the likely number of Subloops used by CLEC during the term of this Subloop Section. This Subloop Section is without waiver of either party to contest that the actual Demarcation Point is located elsewhere for any purpose other than Subloop ordering and billing associated under this Subloop Section.

An accessible terminal is any point on the Loop where technicians can access the wire within the cable without removing a splice case to reach the wire within. Such points may include, but are not limited to, the pole, pedestal, terminal, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). The placement of CLEC network equipment or the establishment of cross connect capability at a Qwest FDI, SAI or Remote Terminal will require the use of Field Connection Point (FCP)/Cross Connect Collocation. In addition, CLEC may request Remote Collocation. CLEC shall not have access on an unbundled basis to a feeder Subloop, defined as facilities extending from the Central Office to a terminal that is not at the End User Customer's premises or MTE. CLEC shall have access to the feeder facilities only to the extent they are part of a complete transmission path, not a Subloop, between the Central Office and the End User Customer's premises or an MTE. This section does not address Unbundled Dark Fiber MTE Subloop.

9.3.1.1.1 "Attached Terminals" means accessible terminals that are (a) within the MTE building for access to End User Customers within that building, (b) within an MTE building in a campus environment for access to End User Customers in other MTE buildings within the same campus environment, or (c) physically attached outside or within close proximity to (i) the MTE building for access to End User Customers within that building or (ii) an MTE building in a campus environment for access to End User Customers in other MTE buildings within the same campus environment.

On a case by case basis and upon CLEC request, Qwest and CLEC will meet and, will jointly determine whether an accessible terminal is "within close proximity" to an MTE building and contains the functionality and accessibility of an Attached Terminal. If Qwest and CLEC are unable to agree upon whether a terminal is within close proximity, they shall use the Dispute Resolution process defined in the Interconnection Agreement. Qwest equipment located on real property that constitutes a campus environment, yet are not within close proximity or physically attached to a non-Qwest owned building, are not considered Attached Terminals.

9.3.1.1.2 "Detached Terminals" means all accessible terminals other than Attached Terminals.

9.3.1.1.3 For any configuration not specifically addressed in this Subloop Section, the conditions of CLEC access shall be as required by the particular circumstances. These conditions include: (1) the degree of equipment separation required, (2) the need for separate cross connect devices, (3) the interval applicable to any Collocation or other provisioning requiring Qwest performance or cooperation, (4) the security required to maintain the safety and reliability of the facilities of Qwest and other Competitive Local Exchange Carriers, (5) the engineering and operations standards and practices to be applied at Qwest facilities where they are also used by Competitive Local Exchange Carriers for Subloop element access, and (6) any other requirements, standards, or practices necessary to assure the safe and reliable operation of all Carriers' facilities.

9.3.1.1.4 CLEC may request, under any procedure provided for by the Interconnection Agreement for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters.

9.3.1.1.5 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.3 above, only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise CLEC of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute.

9.3.1.2 Standard Subloops available

- a) 2-Wire Analog and 2-Wire Non-loaded Distribution Subloop
- b) 4-Wire Analog and 4-Wire Non-loaded Distribution Subloop
- c) Intrabuilding cable ("IBC") Subloop from an Attached Terminal
- d) Campus Wire Subloop from a Detached Terminal

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop unbundling (including Campus Wire) is available after a CLEC-requested FCP/Cross Connect Collocation has been installed within or adjacent to the Qwest accessible terminal as described in Section 9.3.1.4. The FCP/Cross Connect Collocation is a Demarcation Point between CLEC and Qwest's network where Qwest connects to a terminal block from which Cross Connections are run to Qwest Subloops. CLEC must order individual customer connections to End User Customers served via the FCP/Cross Connect Collocation. Qwest will, for each order, dispatch a technician to make the requested connection. The Parties will work together to coordinate the dispatch of their respective technicians to minimize disruption of the End User Customer's service.

9.3.1.3.2 Accessing Subloops in Attached Terminals: Where a cross connect field exists at an Attached Terminal, CLEC may directly access IBC without Qwest involvement. Where no cross connect field exists, CLEC will notify Qwest in accordance with Section 9.3.3 below. If the absence of a cross connect field is caused by the fact that the terminal is "hard-wired" (i.e., screw posts attached to the over-voltage protector), CLEC will construct a dual provider unit (DPU) on which to terminate its jumpers and on which to reterminate the Subloops at that terminal. If the absence of a cross connect field is caused by some other factor, and Qwest owns the wire running from the terminal to the End User Customer's premises, Qwest will construct a single POI that is suitable for use by multiple carriers unless CLEC requests a single point of access in a specific location, in which case Qwest will construct a single point of access and bill CLEC for the construction charge as defined in Exhibit A at 9.3.5.3 MTE-POI – Construction of new SPOI. Until Qwest constructs such cross connect field, CLEC may make a temporary connection to provide access to the End User Customer, according to the terms of the MTE Access Protocol. Such temporary connection shall serve as the MTE-POI, as that term is defined below, until such single POI or such single point of access is constructed.

9.3.1.4 Field Connection Point (FCP)

9.3.1.4.1 FCP/Cross Connect Collocation is an interface used with Detached Terminals that allows CLEC to access Subloops, where it is Technically Feasible, outside of the Central Office location. The FCP/Cross Connect Collocation permits connection of CLEC facilities to a terminal block within the accessible terminal. The terminal block allows a Qwest technician to access and connect Subloops to CLEC-provided cable terminations. When an FCP/Cross Connect Collocation is required, it must be in place before Subloops are accessed by CLEC. See Section 9.3.1.3.1 for processes for establishing individual End User Customer connections via an FCP/Cross Connect Collocation.

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

9.3.1.4.2.1 The terms, conditions, and intervals for FCP/Cross Connect Collocation are found within Section 9.3. Rates for FCP/Cross Connect Collocation are found in Exhibit A.

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

9.3.1.4.3 An FCP/Cross Connect Collocation arrangement can be established either, at CLEC's option, within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, CLEC may place the FCP/Cross Connect Collocation in an adjacent terminal. CLEC will have access to the equipment placed within the FCP/Cross Connect 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 MTE-POI is the interface between CLEC's and Qwest's facilities at an MTE. An MTE-POI is necessary when CLEC is accessing IBC Subloop from an Attached Terminal. Where a cross connect field exists, it shall serve as the MTE-POI; where no cross connect field exists, either a single POI that is suitable for use by multiple carriers or a new single point of access as requested by CLEC will be constructed in accordance with Section 9.3.1.3.2, and such point of access shall become the MTE-POI. FCP/Cross Connect Collocation is not required for IBC Subloops accessed from an MTE-POI at an Attached Terminal under this Section 9.3.1.5. All End User Customer connections will terminate at the MTE-POI, and once established, the MTE-POI will be used as the cross connect facility for all End User Customers at that terminal.

9.3.1.6 Technical Feasibility and Best Practices

9.3.1.6.1 If Parties are unable to reach agreement through voluntary negotiations as to whether it is Technically Feasible, or whether sufficient space is available, to unbundle a copper Subloop or Subloop for access to MTE wiring at the point where CLEC requests, Qwest shall have the burden of demonstrating to the Commission, in state proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not Technically Feasible to unbundle the Subloop at the point requested.

9.3.1.6.2 Once one state commission has determined that it is Technically Feasible to unbundle Subloops at a designated point, Qwest shall have the burden of demonstrating to the Commission, in state proceedings under section 252 of the Act, that it is not Technically Feasible, or that sufficient space is not available, to unbundle its own Subloops at such a point.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Subloops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Subloop: a Qwest-provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID). The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. CLEC may obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.2 Two-Wire/Four-Wire Non-Loaded Distribution Subloop: a Qwest-provided facility without load coils and excess Bridged Taps from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID). When CLEC requests a Non-Loaded Unbundled Distribution Subloop and there are none available, Qwest will contact CLEC to determine if CLEC wishes to have Qwest unload a Subloop. If the response is affirmative, Qwest will dispatch a technician to "condition" the Distribution Subloop by removing load coils and excess Bridged Taps (i.e., "unload" the Subloop). CLEC may be charged the cable unloading and Bridged Taps removal nonrecurring charge in addition to the Unbundled Loop installation nonrecurring charge. If a Qwest technician is dispatched and no load coils or Bridged Taps are removed, the nonrecurring conditioning charge will not apply. CLEC may obtain access to this Unbundled Network Element at any Technically Feasible accessible terminal.

9.3.2.1.3 IBC Subloop from an Attached Terminal: a Qwest-provided facility from an Attached Terminal to the Network Interface Device (NID).

9.3.2.1.4 Campus Wire Subloop from a Detached Terminal in a Campus Environment: A Campus Wire is part of the distribution loop. A campus environment is one piece of property, owned by one (1) Person or entity, on which there are multiple buildings. If CLEC accesses a Subloop in a campus environment from an Attached Terminal, the wire is treated as IBC Subloop. If CLEC accesses a Subloop in a campus environment from a Detached Terminal, CLEC may access the Campus Wire Subloop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. In these cases, an FCP/Cross Connect Collocation is required.

9.3.3 Attached Terminals: IBC Subloop Access Terms and Conditions

9.3.3.1 Neither Collocation nor an FCP/Cross Connect Collocation is required to access IBC Subloops used to access the network infrastructure within an MTE from an Attached Terminal. If CLEC requires the placement of equipment in Qwest Premises consistent with Section 9.3.4.1, the Subloop will be from a Detached Terminal and FCP/Cross Connect Collocation will be required. FCP/Cross Connect Collocation, as defined in Section 9.3.4.3, refers

to creation of a cross connect field and does not constitute Collocation as defined in the Interconnection Agreement. The terms and conditions of Collocation section do not apply to FCP/Cross Connect Collocation if required at or near an MTE.

9.3.3.2 To obtain access to IBC Subloops at Attached Terminals and where a cross connect field does not exist, CLEC shall follow the "MTE-Access Ordering Process" set forth in the MTE-POI portion of the Product Catalog ("PCAT"). When completing this process, CLEC may request construction of a new single point of access or the rearrangement of an existing cross connect field, if necessary. The following charges shall apply according to the terms set forth in Exhibit A: either the MTE POI Construction of a New MTE-POI nonrecurring charge identified in Section 9.3.6.4.3 if a single point of access as requested by CLEC is sought, or the MTE-POI Rearrangement of Facilities nonrecurring charge identified in Section 9.3.6.4.2 for rearranging an existing cross connect field. However, where a cross connect field exists and no rearrangement is requested by CLEC, CLEC shall not be billed any charges for accessing Subloop, consistent with the agreement explained in the Introduction section above.

9.3.3.3 Where a cross connect field does not exist and CLEC requests the construction of a single point of access, the optimum point and method to establish such single point of access for providing access to IBC Subloops will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to maintain network integrity, reliability, and security. For purposes of this Section 9.3, a "cross-connect field" is defined as a point where CLEC can access the Qwest Subloop without otherwise connecting CLEC's network to the Qwest network. By way of illustration, cross connect fields include 66 Blocks, where CLEC can access the Subloop by removing the Qwest jumper and punching down on the 66 Block. "Cross-connect field" also includes 76 Blocks containing screw posts, where Cox can detach the Qwest jumper from the post and screw down its own connections. A "cross connect field" would not include a 76 Block where the screw posts were "hard-wired" to the Qwest over-voltage protector, however, as attachment to these posts would result in CLEC's use of the Qwest over-voltage protector.

9.3.3.3.1 Where a cross connect field does not exist, then CLEC will follow the processes set forth in Section 9.3.1.3.2. This shall include, for instances where Qwest will construct a single POI or a single point of access, contacting the Qwest account manager in order to schedule this work.

9.3.3.3.2 Intentionally left blank.

9.3.3.3.3 Intentionally left blank.

9.3.3.4 CLEC will work with the 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 terminal. 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.

9.3.3.6 If CLEC connects Qwest's IBC Subloop element to CLEC's facilities using any temporary wiring or cut-over devices, CLEC shall remove any remaining temporary wiring or cut-over devices and install permanent wiring within ninety (90) Days. All wiring arrangements, temporary and permanent, must adhere to the National Electric Code and MTE Access Protocol.

9.3.3.7 If there is either: (a) insufficient space for CLEC to place its building terminal; or (b) no existing cross connect field from which CLEC can access such IBC Subloops, and Qwest and CLEC are unable to agree on the location of the single POI provided by Qwest; and if CLEC requests that Qwest do so, Qwest will either rearrange facilities to make room for CLEC or construct a single point of access as requested by CLEC. In such instances, CLEC must pay either the MTE-POI Rearrangement of Facilities or the MTE-POI Construction of New SPOI nonrecurring charge (as applicable), identified in Section 9.3.5 of Exhibit A, which will be ICB, based on the scope of the work required. If CLEC disputes Qwest's ICB charge, the Parties shall resolve such dispute pursuant to the Dispute Resolution terms of the Interconnection Agreement.

9.3.3.7.1 If Qwest must rearrange its terminations to make space for CLEC, Qwest shall have forty-five (45) Days from receipt of an MTE-POI Application as described in the MTE-POI PCAT to complete the installation. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) 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 is required to construct a new Detached Terminal that is fully accessible to and suitable for CLEC, the interval for completion will be negotiated between the Parties on an Individual Case Basis during the joint meet.

9.3.3.7.3 CLEC may cancel a request to construct an FCP/Cross Connect Collocation or single point of access as requested by CLEC under Section 9.3.3.7 prior to Qwest completing the work by submitting a cancellation request (as defined in the MTE-POI PCAT) to its Qwest account manager. CLEC shall be responsible for payment of all cancellation costs, including 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 will either Party rearrange the other Party's facilities within the cross connect field of the terminal or MTE-POI or otherwise tamper with or damage the other Party's facilities within the MTE-POI, except as necessary to place a DPU as described in section 9.3.1.3.2. This does not preclude normal rearrangement of wiring or jumpers necessary to connect IBC Subloop or Customer-owned inside wire ("Customer IW") to CLEC facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage must immediately notify the other and will be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 Access to Subloops at a Detached Terminal must be made through an FCP/Cross Connect Collocation. Remote Collocation will be required if CLEC's equipment requires power and/or heat dissipation.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network equipment or 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. Alternatively, CLEC may establish a terminal pursuant to Section 9.3.4.3.1.

9.3.4.3 Field Connection Point (FCP)

9.3.4.3.1 Qwest is not required to build additional space for CLEC to access Subloop elements. When Technically Feasible, CLEC may construct its own structure adjacent to Qwest's Detached 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 Interconnection Agreement) and shall coordinate its facility placement with Qwest, when placing its 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 connect its equipment at Subloop access points, will be the responsibility of CLEC to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the Field Connection Point process. The Parties recognize a mutual obligation to maintain 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/Cross Connect Collocation location. Qwest will terminate the cable in the Qwest Detached Terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the terminal or 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 FCP/Cross Connect Collocation. CLEC will be responsible for placing the cable from the Qwest FCP/Cross Connect Collocation to its equipment. Qwest will perform all of the initial splicing at the FCP/Cross Connect Collocation.

9.3.4.3.4 CLEC may cancel an FCP/Cross Connect Collocation 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/Cross Connect Collocation through the Field Connection Point Process, the Parties may utilize the Dispute Resolution process pursuant to the Dispute Resolution section of the Interconnection Agreement. Alternatively, CLEC may initiate a state proceeding under Section 252 of the Act, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the Detached Terminal to accommodate the FCP/Cross Connect Collocation, or that the requested FCP/Cross Connect Collocation is not Technically Feasible.

9.3.4.4 Apart from the initial termination of wiring by Qwest provided for herein, at no time shall either Party rearrange the other Party's facilities within the Detached 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 Where required by this Subloop Section, CLEC may order Subloop elements through the Operational Support Systems described in the Interconnection Agreement.

9.3.5.1.2 Qwest shall provide CLEC (including via its public website), detailed ordering forms and process descriptions for each Subloop, MTE-POI and FCP/Cross Connect Collocation described in this Subloop Section. CLEC shall identify Subloop elements by NC/NCI codes provided by Qwest in the appropriate technical publications. This information shall be kept confidential, and used by each Party, in accordance with Section 5.16 of the Interconnection Agreement.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

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

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

9.3.5.2.3 Once the FCP/Cross Connect Collocation is in place, the Subloop Provisioning intervals contained in Exhibit C shall apply.

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

9.3.5.4.1 In other interconnection agreements to which Qwest is a party, Section 9.3.5.4 addresses terms and conditions associated with ordering Qwest IBC Subloop, including methods by which Competitive Local Exchange Carriers inquired as to the location of the Demarcation Point and by which Qwest responded. In lieu of such terms and conditions, Qwest and CLEC have agreed to reasonably estimate the amount of Qwest IBC Subloops that CLEC intends to use over a five year period from the Effective Date, and CLEC has paid the associated recurring and nonrecurring charges for these IBC Subloops in advance (not including charges for (a) the cost for any special work that Qwest must perform in accordance with Section 9.3.3.7 below to relocate its facilities or replace inaccessible terminals, the charges for which will be billed separately pursuant to Sections 9.3.6.4.2 and 9.3.6.4.3 below, (b) new FCP/Cross Connect Collocation (including associated jumper charges), the charges for which will be billed separately pursuant Section 9.3.6.3, (c) new Distribution Subloops, the charges for which are described in Sections 9.3.2.1.1 and 9.3.2.1.2 and Exhibit A, (d) Subloop Isolation Charges, the charges for which will be billed separately pursuant to Section 9.3.6.1.2. and (e) miscellaneous charges specified in Section 9.3.6.6).

9.3.5.4.2 Where CLEC connects its network terminating equipment to Customer IW in the End User Customer's premises, the Parties agree that CLEC must isolate End User Customer from Qwest's network. Where wiring serving such End User

Customer connects to an Attached Terminal, CLEC will lift and tag such wiring at the customer side of the Attached Terminal. Where wiring serving such End User Customer connects to other than an Attached Terminal, CLEC will isolate Qwest's network at the first telephone jack in the End User Customer's premises and install a dual-provider jack replacing the existing first jack. In either case, if any such wiring is owned or controlled by Qwest, CLEC is not required to provide specific notice to Qwest, to order a Subloop, or to compensate Qwest for isolation of Qwest's network from the End User Customer.

9.3.5.4.3. When CLEC accesses an MTE-POI, it must employ generally accepted best installation practices in accordance with industry standards. When CLEC accesses Subloops, it must adhere to the MTE Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If CLEC requests access that is different from the MTE Access Protocol, Qwest will negotiate with CLEC promptly and in good faith toward that end. Qwest will not make any changes to the MTE Access Protocol other than through the Change Management Process.

9.3.5.4.4 through 9.3.5.4.7 Intentionally left blank.

9.3.5.5 FCP/Cross Connect Collocation Ordering Process

9.3.5.5.1 CLEC shall submit a Field Connection Point (FCP)/Cross Connect Collocation Request Form to Qwest. When Collocation is needed, CLEC shall also submit a Collocation Application, when required. The FCP Request Form shall be completed in its entirety.

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

9.3.5.5.2.1 The following constitute the intervals for provisioning FCP/Cross Connect Collocation and any associated Collocation that is needed, which intervals shall begin upon completion of the FCP/Cross Connect Collocation Request Form and, if required, its associated Collocation Application, in their entirety:

9.3.5.5.2.1.1 Any Remote Collocation associated with an FCP/Cross Connect Collocation in which CLEC will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in the Interconnection Agreement.

9.3.5.5.2.1.2 An FCP/Cross Connect Collocation in a Detached Terminal shall be provisioned within ninety (90)

Days from receipt of a written request by CLEC.

9.3.5.5.2.1.3 If Qwest denies a request for FCP/Cross Connect Collocation in a Qwest Premises due to space limitations, Qwest shall allow CLEC representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) Days of CLEC's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with CLEC during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to CLEC. If, after the inspection 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 FCP/Cross Connect Collocation Application date for determining Ready For Service ("RFS") unless both Parties agree to a revised date.

9.3.5.5.2.1.4 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 with CLEC an inspection of the FCP/Cross Connect Collocation with CLEC if requested. Upon completion of the Acceptance inspection, CLEC will be provided the assignments and necessary ordering information. With prior arrangements, CLEC can request testing of the FCP/Cross Connect Collocation at the time of the Acceptance inspection. If Qwest, despite its best efforts, including notification through the contact number on the FCP/Cross Connect Collocation Application, is unable to schedule the Acceptance inspection with CLEC within twenty-one (21) Days of the RFS, Qwest shall begin billing the applicable charges.

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

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - The Parties have agreed to an upfront payment that covers monthly recurring charges for Subloops specified in Exhibit A as explained in the Introduction section above.

9.3.6.1.2 Subloop Trouble Isolation Charge - CLEC will be charged a Trouble Isolation Charge pursuant to the OSS – Maintenance and Repair section of the Interconnection Agreement when trouble is reported but not found on the Qwest facility.

9.3.6.1.3 Subloop Non-Recurring Charge – The Parties have agreed to an upfront payment that covers nonrecurring charges for Subloops specified in Exhibit A as explained in the Introduction section above.

9.3.6.2 Intentionally Left Blank.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP/Cross Connect Collocation Charge: CLEC shall pay the full nonrecurring charge for creation of the FCP/Cross Connect Collocation set forth in Exhibit A upon submission of the FCP/Cross Connect Collocation Request Form. The FCP/Cross Connect Collocation 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 an FCP/Cross Connect Collocation 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 the Interconnection Agreement.

9.3.6.3.3 Subloop Nonrecurring Jumper Charge: CLEC will be charged a nonrecurring basic installation charge for Qwest running jumpers within the Detached Terminal pursuant to Exhibit A for each Subloop ordered by CLEC.

9.3.6.4 Additional Rate Elements for MTE-POI Sub-Loop Access

9.3.6.4.1 CLEC will not be charged any non-recurring or one-time charge for the Qwest's Subloop MTE-POI Site Inventory activities, should Qwest choose to perform any inventory.

9.3.6.4.2 Where CLEC requests Qwest to rearrange MTE-POI facilities, CLEC will be charged the MTE-POI Rearrangement of Facilities nonrecurring charge per Exhibit A for Qwest to complete a rearrangement of facilities to make room for the termination of the CLEC's cables as requested by CLEC pursuant to Section 9.3.3.7.

9.3.6.4.3 Where CLEC requests Qwest to construct a single point of access as requested by CLEC, CLEC will be charged the MTE-POI Construction of New MTE-POI nonrecurring charge per Exhibit A for Qwest to construct such a single point of access pursuant to Section 9.3.3.7.

9.3.6.5 Nonrecurring charges per Exhibit A apply for conditioning for Distribution Subloop.

9.3.6.6 All miscellaneous services as described in Section 9.20 are available with Subloop. Miscellaneous charges per Exhibit A apply for miscellaneous services.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and the FCP/Cross Connect Collocation, and CLEC will maintain all of its facilities and equipment installed by CLEC.

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

9.4 Intentionally Left Blank

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of connecting Customer IW and Qwest's distribution plant, such as a cross connect device used for that purpose. If CLEC seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to the Subloop Section. If CLEC seeks to access only a NID (i.e., CLEC does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. CLEC may connect its own network to Customer IW through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Qwest distribution plant to the Customer IW, including access to the Cross Connect field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer IW, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer IW against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If CLEC orders Unbundled Loops or Subloops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer IW to the End User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a

NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section 9.2. The NID is offered in three (3) varieties:

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

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

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the Customer IW. Such devices contain the protectors for, and may be located externally or internally to the premises served. CLEC may access Customer IW at the MTE-NID where the Customer IW terminates. Such access does not require notice to Qwest or ordering of any NID as a UNE.

9.5.2 Terms and Conditions

9.5.2.1 CLEC may 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 network interface equipment ("NIE"), CLEC may connect its NIE to the Qwest NID by placing a cross connect between the two. When Provisioning a NID-to-NIE connection, CLEC will isolate the Qwest facility in the NID by unplugging the modular unit. If CLEC requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If CLEC is a facilities-based provider up to and including its NIE, the Qwest facility currently in place, including the NID, will remain in place.

9.5.2.1.1 CLEC may connect its facilities directly to the NID field containing the terminations of the Customer IW, without restriction. Such connection does not constitute use of Qwest's NID as a UNE and no notice or order is required by CLEC. Where Qwest does not own or control the on premises wiring, CLEC and the landowner shall determine procedures for such access.

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

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the Customer IW re-termination is required to meet service requirements of either Party's End User Customer, either Party may remove the Customer IW from the NID and connect that wire to that Party's own NID or NIE. No recurring rate or nonrecurring charge shall apply to such a rearrangement of wiring. Future installation of Qwest NIDs will be such that it will not unnecessarily impede access to the Customer IW.

9.5.2.1.4 CLEC may enter the subscriber access chamber or End User Customer side of a dual chamber NID enclosure for the purpose of NID-to-NIE connections.

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

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

9.5.2.3 When CLEC accesses a Qwest NID, it shall employ generally accepted best practices and comply with industry standards should such standards exist when it physically connects its facilities to the Qwest NID and makes Cross Connections necessary to provide service. Qwest shall label its terminals when a technician is dispatched.

9.5.2.4 All services fed through a protector field in a Qwest NID located inside a building will interface on an industry standard termination block and then extend, via a Cross Connection to the Customer IW. All services fed through a protector field in a Qwest NID that is attached to a building will interface on industry standard lugs or a binding post type of termination and then extend, via a Cross Connection, to the Customer IW.

9.5.2.5 If CLEC provides a request to Qwest, CLEC may connect its facilities directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If CLEC accesses the Qwest protector field, it shall do so on the distribution side of the protector field only where spare protector

capacity exists. In such cases, CLEC shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.3 Rate Elements

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

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

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

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

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

9.5.3.6 Where CLEC orders any Subloop, the rate charged for such Subloop will always be inclusive of the associated NID and no separate charge shall apply for such NID.

9.5.4 Ordering Process

9.5.4.1 Intentionally Left Blank.

9.5.4.2 CLEC may access an MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and CLEC wishes to access the End User Customer field of the NID, no additional verification is needed by Qwest. Such connection does not constitute use of Qwest's NID as a UNE and no notice or order is required by CLEC.

9.5.4.2.1 When CLEC seeks to connect to a NID cross connect field other than to the End User Customer field of the NID, CLEC shall submit a LSR for connection to the NID. Qwest shall notify CLEC, within ten (10) business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform CLEC of the basis for its claim of technical

infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. CLEC shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the Dispute Resolution provisions of the Interconnection Agreement. No additional verification is needed by Qwest and CLEC shall tag its jumper wire.

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

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to CLEC. If the facilities and lines have been removed from the protector field or damaged by CLEC, CLEC will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to CLEC. However, CLEC will not be charged for any maintenance or repair work performed by Qwest when a technician is dispatched solely in connection with an End User Customer's election to subscribe to Qwest's services. Billing disputes will be resolved in accordance with the Dispute Resolution process contained in the Interconnection Agreement. Maintenance and Repair processes are contained in the Access to OSS Section of the Interconnection Agreement.

Amendment						Notes					
						Recurring	Recurring Per Mile	Non-Recurring	DEC	HEC per Mile	NEC
9.0 Unbundled Network Elements (UNEs)											
9.3 Subloop											
9.3.1	2-Wire Analog and Nonloaded Distribution Loop										
	9.3.1.1	First Loop									
		9.3.1.1.1 Installation						\$20.86			A
		9.3.1.1.2 Disconnect						\$20.07			A
	9.3.1.2	Each Additional									
		9.3.1.2.1 Installation						\$20.86			A
		9.3.1.2.2 Disconnect						\$20.07			A
	9.3.1.3	First & Each Additional 2-Wire Distribution Loop									
		9.3.1.3.1 Zone 1			\$4.33					A	
		9.3.1.3.2 Zone 2			\$9.39					A	
		9.3.1.3.3 Zone 3			\$25.41					A	
9.3.2	4-Wire Analog and Nonloaded Distribution Loop										
	9.3.2.1	First Loop									
		9.3.2.1.1 Installation						\$56.77			A
		9.3.2.1.2 Disconnect						\$34.77			A
	9.3.2.2	Each Additional									
		9.3.2.2.1 Installation						\$56.77			A
		9.3.2.2.2 Disconnect						\$34.77			A
	9.3.2.3	First & Each Additional 4-Wire Distribution Loop									
		9.3.2.3.1 Zone 1			\$5.63					A	
		9.3.2.3.2 Zone 2			\$12.21					A	
		9.3.2.3.3 Zone 3			\$33.03					A	
	9.3.2.4	4-Wire Disconnect at the FDI						\$34.77			A
9.3.3	Intra-Building Cable Loop, per Pair (First & Each Additional)										
	9.3.3.1	No Dispatch, First									
	9.3.3.2	No Dispatch, Each Additional									
	9.3.3.3	Intentionally Left Blank									
	9.3.3.4	Intentionally Left Blank									
	9.3.3.5	On Premises Wire / Campus Wire, per Pair									
9.3.4	Intentionally Left Blank										
9.3.5	MTE Terminal Subloop Access										
	9.3.5.1	Subloop MTE - POI Site Inventory, per Request									
	9.3.5.2	MTE - POI Rearrangement of Facilities						ICB			
	9.3.5.3	MTE - POI Construction of New SPOI				ICB			3, 5		3, 5
9.3.6	Intentionally Left Blank										
9.3.7	Field Connection Point (FCP)										
	9.3.7.1	Feasibility Fee / Quote Preparation Fee						\$1,609.81			A
	9.3.7.2	FCP Set-up, per Request						\$3,337.45			1
	9.3.7.3	FCP Splicing, per 25 Pairs						\$14.07			1
	9.3.7.4	FCP Reclassification Charge						\$589.35			1
9.3.8	Intentionally Left Blank										
9.3.9	2-Wire Loop Concentration										
	9.3.9.1	Zone 1			\$3.09					A	
	9.3.9.2	Zone 2			\$3.40					A	
	9.3.9.3	Zone 3			\$5.15					A	
9.3.10	4-Wire Loop Concentration										
	9.3.10.1	Zone 1			\$4.02					A	
	9.3.10.2	Zone 2			\$4.42					A	
	9.3.10.3	Zone 3			\$6.70					A	
9.5 Network Interface Device (NID)											
9.5.1	Zone 1				\$0.60					8, A	
9.5.2	Zone 2				\$0.63					8, A	
9.5.3	Zone 3				\$0.64					8, A	
9.20 Miscellaneous Charges											
9.20.1	Additional Engineering, per Half Hour or fraction thereof										
	9.20.1.1	Additional Engineering - Basic						\$31.28			A
	9.20.1.2	Additional Engineering - Overtime						\$38.68			A
9.20.2	Additional Labor Installation, per Half Hour or fraction thereof										
	9.20.2.1	Additional Labor Installation - Overtime						\$8.89			A
	9.20.2.2	Additional Labor Installation - Premium						\$17.78			A
9.20.3	Additional Labor Other, per Half Hour or fraction thereof										
	9.20.3.1	Additional Labor Other - (Optional Testing) Basic						\$27.26			A
	9.20.3.2	Additional Labor Other - (Optional Testing) Overtime						\$36.41			A
	9.20.3.3	Additional Labor Other - (Optional Testing) Premium						\$45.57			A
9.20.4	Intentionally Left Blank										
9.20.5	Intentionally Left Blank										
9.20.6	Additional Cooperative Acceptance Testing, per Half Hour or fraction thereof										
	9.20.6.1	Additional Cooperative Acceptance Testing - Basic						\$28.96			A
	9.20.6.2	Additional Cooperative Acceptance Testing - Overtime						\$38.68			A
	9.20.6.3	Additional Cooperative Acceptance Testing - Premium						\$48.40			A
9.20.7	Nonscheduled Cooperative Testing, per Half Hour or fraction thereof										
	9.20.7.1	Nonscheduled Cooperative Testing - Basic						\$28.96			A

			Recurring	Recurring Per Mile	Non- Recurring	REC	REC per Mile	NID
	9.20.7.2	Nonscheduled Cooperative Testing - Overtime			\$38.68			A
	9.20.7.3	Nonscheduled Cooperative Testing - Premium			\$48.40			A
	9.20.8	Nonscheduled Manual Testing, per Half Hour or fraction thereof						
	9.20.8.1	Nonscheduled Manual Testing - Basic			\$28.96			A
	9.20.8.2	Nonscheduled Manual Testing - Overtime			\$38.68			A
	9.20.8.3	Nonscheduled Manual Testing - Premium			\$48.40			A
	9.20.9	Intentionally Left Blank						
	9.20.10	Intentionally Left Blank						
	9.20.11	Additional Dispatch, per Order			\$83.10			A
	9.20.12	Intentionally Left Blank						
	9.20.13	Design Change, per Order			\$72.79			A
	9.20.14	Expedite Charge, per Day Advanced (see rates in Qwest s Tariff FCC No. 1 Section 5)			\$200.00			11
	9.20.15	Cancellation Charge			ICB			3, 5
	9.20.16	Maintenance of Service, per Half Hour or fraction thereof						
	9.20.16.1	Maintenance of Service - Basic			\$27.26			A
	9.20.16.2	Maintenance of Service - Overtime			\$36.41			A
	9.20.16.3	Maintenance of Service - Premium			\$45.57			A
	9.20.17	Intentionally Left Blank						

NOTES:

*	Unless otherwise indicated, all rates are pursuant to Arizona Corporation Commission Dockets listed below:							
A	Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02							
1	Rate not addressed in Cost Docket (estimated TELRIC).							
3	ICB, Individual Case Basis pricing.							
5	Rates for this element will be proposed in Arizona Cost Docket Phase III and may not reflect what will be proposed in Phase III. There may be additional elements designated for Phase III beyond what are reflected here.							
8	Qwest has not implemented the NID recurring charges but reserves the right to access such a charge in the future.							
11	Market-based prices, All charges and increments shall be the same as the comparable charges and increments provided in Qwest FCC, Retail Tariffs, Catalogs, or Price Lists.							
&	Pre payment of \$500,000.00 has been made in lieu of any recurring and non-recurring charges.							