

FORMAL COMPLAINT



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BEFORE THE ARIZONA CORPORATION COMMISSION

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MIKE GLEASON
Chairman
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Commissioner
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Commissioner
GARY PIERCE
Commissioner

Arizona Corporation Commission
DOCKETED

DEC 17 2007

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KH MM

IN THE MATTER OF THE FORMAL
COMPLAINT OF QWEST CORPORATION
AGAINST ARIZONA DIALTONE, INC. TO
ENFORCE ITS INTERCONNECTION
AGREEMENT

DOCKET NO.
T-03608A-07-0694
T-01051B-07-0694
QWEST CORPORATION'S
COMPLAINT

Qwest Corporation ("Qwest" or "Complainant"), through its undersigned counsel petitions the Arizona Corporation Commission ("Commission") to enforce the rates, terms and conditions of Qwest's Interconnection Agreement ("Agreement") with Arizona Dialtone, Inc. ("Arizona Dialtone" or "Respondent"). This Complaint stems from a dispute between Qwest and Arizona Dialtone over the implementation of the *Triennial Review Order* ("TRO")¹ and the *Triennial Review Remand Order* ("TRRO")² decisions by the Federal Communications

¹ *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, 18 FCC Rcd 16978 (2003) (*Triennial Review Order*), corrected by *Triennial Review Order Errata*, 18 FCC Rcd 19020 (2003).
² *In the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand*, 20 FCC Rcd 2533 (2005) (*Triennial Review Remand Order*).

1 Commission ("FCC"), Among other things, the *TRRO* barred the unbundling of new mass
2 market switching services, including UNE-P, effective March 11, 2006, and provided for a one
3 year transition period for CLECs to convert from UNE-P to alternative services with comparable
4 functionality.

5 Qwest has tried to resolve this dispute, and to amend the Agreement in accordance with
6 the change in law provisions, or through discussions, as Qwest has done successfully with every
7 other CLEC in the State of Arizona for UNE-P. However, Arizona Dialtone has refused to
8 transition from UNE-P services to alternative services, and refused to pay Qwest the legally
9 prescribed rates for UNE-P used to serve embedded customers during the transition period, or
10 the rates Qwest is permitted to charge for new alternative services, as required by the Agreement
11 and the *TRRO*.

12 Despite Qwest's repeated, good faith efforts, Arizona Dialtone has (1) refused to take any
13 actions required by the *TRRO* and (2) forced Qwest into arbitration of a *TRO/TRRO* amendment
14 to the Agreement, in which Arizona Dialtone seeks, at a minimum, to postpone the transition
15 from UNE-P to the distant future. By that strategy Arizona Dialtone has thwarted the
16 implementation of national telecommunications policy and unlawfully evaded the financial
17 consequences associated with compliance with the *TRRO*.

18 Qwest requests that the Commission enforce the *TRRO* with respect to the
19 interconnection arrangements between Qwest and Arizona Dialtone, and order Arizona Dialtone
20 to immediately sign the *TRRO* Amendment³ which Qwest proffered to all CLECs in Arizona
21 nearly two years ago, and which Arizona Dialtone has unjustifiably and wrongfully refused to
22 sign. Qwest also requests that the Commission order Arizona Dialtone to pay the compensation
23 owed to Qwest based on the requirements of the *TRRO* and *TRRO* Amendment.

24
25 ³ Triennial Review Order and Triennial Review Remand Order ("TRO/TRRO") Amendment to
26 the Interconnection Agreement between Qwest Corporation and COMPANY in the State of
STATE ("TRRO Amendment").

1 In support of its Complaint, Qwest states:

2
3 **I. PARTIES**
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5 1. Qwest is a Delaware corporation with its principal place of business located in
6 Denver, Colorado. Qwest is an Incumbent Local Exchange Carrier ("ILEC") in this state within
7 the meaning of Section 251(b) of the Act. Within its operating territory, Qwest has been the
8 ILEC during all relevant times.

9 2. Arizona Dialtone is a competitive local exchange carrier ("CLEC") providing
10 local exchange and interexchange telecommunications services in this state pursuant to a
11 Certificate of Convenience and Necessity issued by this Commission. Arizona Dialtone is an
12 Arizona corporation with its corporate president and principal place of business as follows:

13 Tom Bade
14 President—Arizona Dialtone, Inc.
15 6115 S. Kyrene Rd., Suite 103
16 Tempe, AZ 85283
17 Telephone 480-776-1999

18 Arizona Dialtone's certificate of authority from the Commission is on file with the Commission
19 in Docket No. T-03608A-98-0442, Decision No. 63669 and is incorporated herein by reference.

20 3. Arizona Dialtone's regulatory counsel for this State is:

21 Claudio E. Iannitelli
22 Cheifetz, Iannitelli, & Marcolini P.C.
23 Viad Tower, 19th Floor
24 1850 North Central Avenue
25 Phoenix, Arizona 85004
26 Phone: (602) 952-6000

4. All correspondence, notices, inquiries, and orders regarding this Petition should
be served on the following individuals for Qwest:

1 Norman G. Curtright
2 Corporate Counsel
3 Qwest Corporation
4 20 East Thomas Rd., 16th Floor
5 Phoenix, Arizona 85012
6 Telephone 602-630-2187

7 II. JURISDICTION

8 5. The Commission has jurisdiction under A.R.S. §§ 40-202, 40-203, 40-246, 40-
9 249, 40-322, 40-328, 40-329, 40-334, and ACC R14-3-106, to investigate the matters raised in
10 this Complaint. In addition, the Commission has jurisdiction to interpret and to enforce the
11 terms of the Agreement pursuant to Section 252(e) of the Communications Act of 1934, as
12 amended.⁴

13 III. STATEMENT OF LAW AND FACTS

14 6. The Agreement For Terms And Conditions For Interconnection, Unbundled
15 Network Elements, Ancillary Services, And Resale Of Telecommunication Services Provided By
16 Qwest Corporation In The State Of Arizona ("ICA") between Qwest and Arizona Dialtone was
17 filed with this Commission on September 13, 2001 and approved on November 8, 2001.⁵ Prior
18 to the effective date of the *TRRO*, Arizona Dialtone purchased under its ICA unbundled network
19 services known as UNE-P PAL, which connects pay phones, and UNE-P POTS. A significant
20 number of such circuits were in place in Arizona upon the effective date of the *TRRO*. Local
21 circuit switching is a component of UNE-P.
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25 ⁴ 47 U.S.C. § 252(e).

26 ⁵ Docket No. T-01051B-01-0721, Decision No. 64190

1 7. The *TRRO* established new rules applicable to ILECs' unbundling obligations
2 regarding mass market local circuit switching, high capacity loops and dedicated interoffice
3 transport. The *TRRO* became effective March 11, 2005.⁶ Pursuant to the *TRRO* and
4 implementing regulations ILECs no longer have an obligation to provide CLECs with unbundled
5 access to mass market local circuit switching, including as a component of UNE-P.⁷ The *TRRO*
6 and the implementing regulations provided for a one-year transition period from the effective
7 date during which time CLECs may continue to have access to local switching to serve its
8 embedded base of end-user customers.

9 8. The FCC regulations provide, "Requesting carriers may not obtain new local
10 switching as an unbundled network element."⁸ The bar against unbundling obligations for mass
11 market local circuit switching is self-implementing.⁹ The *TRRO* provides:

12 We require competitive LECs to submit the necessary orders to convert
13 their mass market customers to an alternative service arrangement within
14 twelve months of the effective date of this Order. This transition period
15 shall apply only to the embedded customer base, and does not permit
16 competitive LECs to add new UNE-P arrangement using unbundled
17 access to local circuit switching pursuant to section 251(d)(3) except as
18 otherwise specified in this order.¹⁰

19 9. Accordingly, as of the March 11, 2005 effective date of the *TRRO*, Arizona
20 Dialtone was not entitled to receive new orders of UNE-P services. If Arizona Dialtone wanted
21 to order from Qwest the functionality previously provided through the unbundled network
22 service UNE-P, Arizona Dialtone was required by the *TRRO* to order that functionality through
23 alternative services, which Qwest offered, but at rates different (higher) than the UNE-P rates
24 that Arizona Dialtone was not entitled to. The functionality previously provided by Qwest

23 ⁶ *TRRO*, ¶ 235.

24 ⁷ 47 C.F.R. § 51.319(d).

25 ⁸ *Id.*

26 ⁹ *Bellsouth v. MCIMetro*, 2005, U.S. Dist. Lexis 9394, at *8 (2005), *aff'd*, 425 F.3d 964 (11th
Cir. 2005).

¹⁰ *TRRO*, ¶ 227.

1 through the unbundled network service UNE-P PAL and POTS is available from Qwest through
2 two different routes. Arizona Dialtone could purchase for resale the tariffed local measured PAL
3 and POTS service; or Arizona Dialtone could order the switching functionality under a
4 commercial agreement Qwest offers known as Qwest Platform Plus, combining that service with
5 unbundled loops from Qwest. Arizona Dialtone can also purchase services from other carriers,
6 or provide its own facilities.¹¹

7 10. From the effective date of the *TRRO* on March 11, 2005, to the present time,
8 Arizona Dialtone has refused to implement the requirements of the *TRRO*. Qwest repeatedly
9 requested that Arizona Dialtone enter into negotiations to implement the *TRRO*, during and after
10 the one-year transition period allowed for the continuation of embedded UNE-P circuits and well
11 past the time at which new orders for UNE-P were no longer permitted by the FCC. On March
12 4, 2005, Qwest notified Arizona Dialtone that a TRRO-compliant amendment must be executed
13 no later than March 11, 2006, and that such amendment must include a “true up” to the
14 transitional rate. A copy of the March 4, 2006 notice appears as *Exhibit A* to this Petition. On
15 March 1, 2006, near the end of the one year transition period, Qwest sent its current template
16 form TRRO Amendment to Arizona Dialtone, with a request that Arizona Dialtone sign the
17 TRRO Amendment; alternatively, Qwest’s letter notified Arizona Dialtone that Qwest was
18 initiating formal dispute resolution procedures set out in the ICA, in order to conform with the
19 *TRRO*’s standards. Qwest’s letter of March 1, 2006, appears at *Exhibit B* to this Petition without
20 the TRRO Amendment form,. On March 3, 2006, Arizona Dialtone responded by letter from its
21 attorney, a copy of which is attached to this Petition as *Exhibit C*, denying Qwest’s request for
22 dispute resolution: “Those dispute resolution procedures have no application to the ongoing
23 discussions regarding Qwest’s draft of proposed interconnection agreement provisions that you

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25 ¹¹ Indeed, according to Qwest’s provisioning records, since March 11, 2005, Arizona Dialtone
26 has migrated away from Qwest approximately half of the UNE-P arrangements it had subscribed
to as of March 11, 2005.

1 attribute to the TRRO.”¹²

2 11. By its actions Arizona Dialtone has unjustly avoided paying over \$1.3 million
3 through October, 2007, which includes the increase the FCC ordered with respect to the
4 transition period. A spreadsheet showing the amounts is attached hereto, marked as *Exhibit D*.
5 The amount by which Arizona Dialtone unjustly enriches itself increases each month that passes
6 without conversion from the UNE-P services Arizona Dialtone is not entitled to receive. While
7 Qwest billed Arizona Dialtone for all UNE-P services received after the effective date of the
8 TRRO at the rate listed for UNE-P services in its interconnection agreement with Qwest, the
9 TRRO expressly recognizes that a true-up of the rates must occur.¹³ Beginning with Qwest's
10 request to Arizona Dialtone in March, 2005, to enter into a TRRO Amendment, Qwest has
11 unambiguously asserted that Arizona Dialtone must pay true-up charges for the UNE-P it was
12 provided after March 11, 2005. The TRRO Amendment proposed by Qwest clearly provided for
13 the true up charges, as have subsequent Qwest communications to Arizona Dialtone. Arizona
14 Dialtone cannot claim that it was unaware that the TRRO barred any requirement that Qwest
15 provide local switching including UNE-P as an unbundled network element from and after the
16 effective date of the TRRO, except for the one-year transition period provided for services
17 already in place serving existing customers. Nor can Arizona Dialtone claim that it was unaware
18 that the failure to transition away from UNE-P created financial liability by way of the true-up.

19 12. Arizona Dialtone may claim that Qwest's billings after the effective date of the
20 TRRO at the UNE-P rate rather than at the rates that pertain to the rates offered in conformity
21 with the TRRO, show that Qwest is not entitled to compensation at the higher levels. Such a
22 claim would be incorrect because as noted above, the TRRO provides that there will be true up.
23 Further, such argument would presume that Qwest could have unilaterally converted Arizona

24 _____
¹² See, *Exhibit C*, p. 1.

25 ¹³ The TRRO states: “UNE-P arrangements no longer subject to unbundling shall be subject to
26 true-up to the applicable transition rate upon the amendment of the relevant interconnection
agreements, including any applicable change of law processes.” TRRO, fn. 630.

1 Dialtone's services, which is a proposition about which there may be significant disagreement.
2 And, as Qwest has explained to Arizona Dialtone, the *TRRO* expressly contemplated that its
3 provisions would be implemented by amendments to interconnection agreements,¹⁴ even though
4 the provisions of the *TRRO* relating to unbundled local mass market switching were self-
5 implementing.

6 13. As stated above in paragraph 10, Arizona Dialtone expressly refused to follow the
7 dispute resolution provisions of the Agreement with respect to the *TRRO*. Instead, Arizona
8 Dialtone has insisted on arbitration, and has attempted to inject a list of issues unrelated to the
9 *TRRO*. With respect to the *TRRO*, Arizona Dialtone's offer to negotiate changes to the ICA was
10 hollow. Counsel for Arizona Dialtone summed it up when he said in his letter dated April 21,
11 2006 that Arizona Dialtone could not see "any possible reasoning for why Arizona Dialtone
12 would voluntarily consent to [the *TRRO* Amendment]." A copy of that letter is attached hereto
13 as ***Exhibit E***. The foregoing statement gives voice to the true reason why Arizona Dialtone has
14 refused to enter dispute resolution, refused to sign the *TRRO*, injected numerous unrelated issues
15 into the discussions over any changes to the *TRRO*, and refused to effect the changes to services
16 as required by the *TRRO*: Arizona Dialtone refuses to comply because there is nothing in it for
17 them. Indeed, Arizona Dialtone has been enriched by noncompliance, and continues to be
18 further enriched by each and every month of noncompliance.

19 14. The current template *TRRO* Amendment form that Qwest now offers to CLECs,
20 and which is substantially similar in all material respects to that which has offered to Arizona
21 Dialtone since 2006, is attached hereto, marked as ***Exhibit F***. This *TRRO* Amendment should
22 be signed by Arizona Dialtone, and Arizona Dialtone should be compelled to comply with its
23 provisions.

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25 ¹⁴ *Id.*; see also, ¶ 227, which states, "Consequently, carriers have twelve months from the
26 effective date of this Order to modify their interconnection agreements, including completing
any change of law processes."

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COUNT I
**Arizona Dialtone Breached Its Obligation To Enter An Amendment Reflecting The
FCC’s Triennial Review Remand Order**

14. Pursuant to the Parties’ Agreement, Arizona Dialtone is obliged to negotiate an amendment in good faith upon a change of law. Arizona Dialtone’s refusal to implement the *TRO* and *TRRO* orders is a breach of the Parties’ Agreement because the *TRO* and *TRRO*, which modified the FCC’s rules and determinations of which network elements meet the impairment standard of the Act, were changes to “Existing Rules” as that term is used in the Agreement.¹⁵

Section 2.2 of the Agreement provides:

To the extent that the Existing Rules are changed, vacated, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

15. Arizona Dialtone has refused to enter into an amendment that reflects only the terms of the *TRRO*, in which the FCC eliminated mass market switching including UNE-P as an unbundled network element Qwest is required to provide under Sections 251(b) and (c) of the Act. Arizona Dialtone also has refused to apply the Dispute Resolution provision of the Agreement.

16. Qwest’s proposed *TRRO* Amendment is consistent with the *TRRO*.

17. Arizona Dialtone’s refusal to enter into an amendment reflecting the terms of the *TRRO* violates its obligations under the Agreement.

¹⁵ “Existing Rules” is defined in Section 2.2 of the ICA as follows: “The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the “Existing Rules”).”

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COUNT II
Arizona Dialtone's Failure To Implement The *TRRO* Violates Law And The Parties' Interconnection Agreement

18. Qwest incorporates into this Count, by reference thereto, paragraphs 1 through 17 of this Complaint.

19. Effective on March 11, 2005, the *TRRO* eliminated mass market switching including UNE-P as an unbundled network element and required CLECs to transition the embedded UNE-P services to alternative arrangements by March 11, 2006. Accordingly, by law Arizona Dialtone was obliged to cease placing new orders for UNE-P services, and to transition its existing UNE-P services to alternative arrangements.

20. The Parties' Agreement requires that the Parties shall conduct their activities under the Agreement in accordance with applicable laws. Section 5.27 of the parties' ICA states: "Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement."

21. Arizona Dialtone's refusal to cease placing new orders for UNE-P services and refusal to transition its existing UNE-P services to alternative arrangements by March 11, 2006, violates the *TRRO* and its obligations under the Agreement to abide by law.

COUNT III
Arizona Dialtone Breached Its Obligation To Properly Compensate Qwest

22. Qwest incorporates into this Count, by reference thereto, paragraphs 1 through 21 of this Complaint.

23. As a result of Arizona Dialtone's refusal to enter into an amendment reflecting the terms of the *TRRO*, Qwest has not been rightly compensated for services provided to Arizona

1 Dialtone.

2 24. As a result of Arizona Dialtone's refusal to cease placing new orders for UNE-P
3 services and refusal to abide by applicable law Qwest has not been rightly compensated for
4 services provided to Arizona Dialtone.

5 25. The *TRRO* requires a true-up of the difference between the amounts paid and
6 those that should have been paid.

7 26. The difference between what Arizona Dialtone paid at the rates for UNE-P PAL
8 and POTS and what it should pay for the transitional rate and for alternative services through
9 October 2007, is set forth in *Exhibit D* hereto. Qwest is entitled to receive payment from
10 Arizona Dialtone in the amounts set forth in *Exhibit D*, plus such amounts as accrue after
11 October 2007, plus late payment charges.

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PRAYER FOR RELIEF

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WHEREFORE, Qwest respectfully requests that the Commission issue an Order:

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1. Declaring that the Agreement requires Arizona Dialtone to compensate Qwest at
the transitional rate for UNE-P PAL and POTS for embedded services for the one-year transition
period beginning March 11, 2005, and at the rate for alternative services for new orders from and
after that date, and compelling Arizona Dialtone to pay all such charges to Qwest.

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2. Compelling Arizona Dialtone to pay late payment charges on all such amounts
ordered to be paid.

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3. Compelling Arizona Dialtone to execute of the TRRO Amendment (*Exhibit F*)
and to comply with its obligations thereunder;

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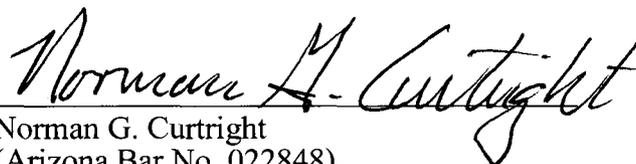
4. Awarding such other relief, including, but not limited to, any appropriate fines or
penalties, as the Commission deems just and reasonable.

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RESPECTFULLY SUBMITTED this 17th day of December, 2007.

QWEST CORPORATION



Norman G. Curtright
(Arizona Bar No. 022848)
20 E. Thomas Rd., 16th Floor
Phoenix, Arizona 85012
Tel: (602) 630-2187
Fax: (303) 383-8484
Email: norm.curtright@qwest.com

ORIGINAL and 13 copies hand-delivered
for filing this 17th day of December, 2007, to:

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

Copy of the foregoing mailed
this 17th day of December, 2007, to:

Tom Bade
President—Arizona Dialtone, Inc.
115 S. Kyrene Rd, Suite 103
Tempe, AZ 85283

Claudio E. Iannitelli
Cheifetz, Iannitelli, & Marcolini P.C.
Viad Tower, 19th Floor
1850 North Central Avenue
Phoenix, Arizona 85004
Phone: (602) 952-6000



EXHIBIT A

Announcement Date: 4-Mar-05
Effective Date: Immediately
Document Number: PROD.03.04.05.A.001317.TRO_Remanded_UNE_Availability
Notification Category: Product Notification
Target Audience: CLECs
Subject: Triennial Review Remand Order UNE Availability Impacts

As you know, on February 4, 2005, the FCC released the *Triennial Review Remand Order* (FCC 04-290) ("*Remand Order*"), which modified the rules governing Qwest's obligation to make certain unbundled network elements (UNEs) available under Section 251(c)(3) of the Communications Act of 1934, as amended ("Act"). For those impacted UNEs, the *Remand Order* includes a moratorium on new orders, certain rate changes, and the requirement to migrate most services to alternative arrangements before March 11, 2006.¹

The regulatory changes in the *Remand Order*, and the March 11, 2005, effective date of the *Remand Order* have caused uncertainty among the CLEC community regarding Qwest's implementation plans. At this time, Qwest intends to negotiate ICA amendments reflecting the new requirements of both the *Triennial Review Order* ("*TRO*") and *Remand Order* before implementing the changes in those Orders. The FCC expects ICA Amendments necessary to implement the *Remand Order* to be executed no later than March 11, 2006.

Prior to the effective date of a new or amended ICA incorporating the changes required by the *TRO* and *Remand Order*, the terms, conditions, and pricing of your existing ICA will govern. At the time your ICA Amendment is executed:

All existing impacted UNEs will be subject to the transition periods established in the Remand Order. ICA Amendments will include a "true up" to the FCC-mandated transitional rate (\$1.00 per port for UNE switching, including UNE-P, 2 15% for DS1, DS3, and Dark Fiber loops and transport), retroactive to March 11, 2005, in those areas where the FCC has found a lack of impairment with respect to the affected UNEs. Attached is a list that identifies the Qwest wire centers that meet the "Tier 1" and "Tier 2" requirements of the Remand Order, and those that satisfy the non-impairment thresholds for DS1 and DS3 loops. Complete lists identifying those Qwest wire centers that meet the non-impairment criteria established in the Remand Order have been posted to the Qwest Wholesale web site at: <http://www.qwest.com/wholesale/clecs/sgatswireline.html>

Qwest will continue to process new, conversion, and change service orders requests for impacted UNEs to the extent required by your existing ICA. Any new services provisioned after March 11, 2005, will be subject, at a minimum, to the same price true-up provisions applicable to pre-existing UNEs that are described above.

Qwest reserves the right to modify this policy upon written notice in the event that intervening events lead to a different interpretation of the *Remand Order* requirements. Such changes will be prospective only and will not disrupt the use of any UNE that is operational at the time of the change in policy.

We look forward to working with our CLEC partners within the new framework required by the Remand Order and will soon be contacting you to begin the ICA Amendment process. Additionally, your Qwest Representative stands ready to answer any questions you may have and to assist you in determining alternative arrangements for those services that have been impacted by the TRO and/or Remand Order.

Qwest appreciates being your wholesale provider of choice in the highly competitive telecommunications landscape.

Sincerely,

Steve Hansen
Carrier Relations
Qwest Services Corporation

¹The transition period for dark fiber loops and transport is 18 months, so the deadline for migrating those UNEs is September 11, 2006.

²Commercially negotiated arrangements, including Qwest Platform Plus™ (QPP™) products, are not impacted by the transitional period or rates.

SUBJECT : Product Notice:GN:Triennial Review Order -Remand- UNE Availability
Notification Type :Contract,Product,SGAT,Interconnection Contract
States :AZ,CO,IA,ID,MN,MT,ND,NM,NE,OR,SD,UT,WA,WY
Business Types :CLEC

EXHIBIT B



Larry Christensen
Director – Interconnection Agreements
1801 California Street, Room 2430
Denver, CO 80202
303-896-4686
larry.christensen@qwest.com

via email and overnight mail

March 1, 2006

Arizona Dial Tone
Tom Bade
7170 W Oakland Street
Chandler, AZ 85226
480-705-9461
tombade@arizonadialtone.com

Dear Mr. Bade:

RE: Initiation of Dispute Resolution on Triennial Review Remand Order Amendment

On February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order) (FCC 04-290) ("TRRO"), effective March 11, 2005 which modified the rules governing Qwest's obligation to make certain UNEs available to CLECs under Section 251(c)(3) of the Telecommunications Act of 1996.

Qwest has attempted to negotiate a TRRO Amendment with your company without success. As we have yet to receive any proposal of the amendment from Arizona Dial Tone, Qwest feels it must take this step. Pursuant to the provisions of your Interconnection Agreement ("Agreement"), Qwest is initiating formal Dispute Resolution. Therefore, Steve Hansen, Vice President – Carrier Relations will be the designated Qwest representative with authority to make commitments to review, meet, and negotiate to resolve the dispute. Please provide the name and contact information of your designated representative to me so I can set up a call to discuss this dispute.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Christensen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Larry Christensen

EXHIBIT C

MORRILL & ARONSON P.L.C.
ATTORNEYS AT LAW

K. LAYNE MORRILL
MARTIN A. ARONSON
JOHN T. MOSHIER
WILLIAM D. CLEAVELAND
SCOTT D. LARMORE
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WRITER'S DIRECT LINE

(602) 650-4124

WRITER'S E-MAIL

wcleaveland@maazlaw.com
FILE NUMBER

36063-0100

March 3, 2006

Mr. Larry Christensen
Director - Interconnection Agreements
Qwest
1801 California Street
Room 2430
Denver, CO 80202

**RE: Arizona Dialtone/Qwest
Proposed Triennial Review Remand Order Amendment**

Dear Mr. Christensen

We represent Arizona Dialtone, Inc. I am in receipt of your letter, dated March 1, 2006, to Tom Bade at Arizona Dialtone regarding modifications Qwest recently proposed relating to the Qwest/Arizona Dialtone Interconnection Agreement and the FCC's Triennial Review Remand Order ("TRRO"). In your letter to Mr. Bade, you state that you are "initiating formal Dispute Resolution" procedures set out in the current Arizona Dialtone/Qwest Interconnection Agreement. Those dispute resolution procedures have no application to the ongoing discussions regarding Qwest's draft of proposed new interconnection agreement provisions that you attribute to the TRRO. While discussions about Qwest's new proposed interconnection agreement terms among upper level business executives within Qwest and Arizona Dialtone may be appropriate considering the importance of these issues involving sweeping changes from the current interconnection terms, we must emphasize that in no way are any such discussions to be construed as any kind of "consent" or "acquiescence" by Arizona Dialtone in the application of the Dispute Resolution procedures found in the current Qwest/Arizona Dialtone Interconnection Agreement. To the contrary, Arizona Dialtone explicitly objects to the application of any of the Dispute Resolution provisions in the existing Interconnection Agreement to any discussions of the so-called TRRO Amendment that Qwest now proposes.

Qwest's proposed TRRO Amendment is no part of the current Qwest/Arizona Dialtone Interconnection Agreement. To the contrary, the TRRO Amendment proposed by Qwest includes sweeping changes that if adopted would create a significantly different interconnection agreement, and the proposed amendments themselves constitute an interconnection agreement.

March 3, 2006

Page 2

Interconnection agreements, like the draft TRRO Amendment are subject to different dispute resolution processes including but not limited to arbitration by the State Commission under certain circumstances.

Additionally, the proposed TRRO Amendment that Qwest has drafted seems to imply that somehow the modifications contained in it are mandated by the TRRO currently on review in the Washington DC courts. While the TRRO is quite a lengthy document, I have been searching it for any mention of such a mandate to implement the changes in the Amendment, but I have been unable to find one. If you would provide me with an explanation and citation to the appropriate provisions that you interpret as mandating these changes, I will certainly review them.

In any event, the TRRO Amendment that Qwest has drafted is significantly contrary to Arizona Dialtone's business plan, and therefore Arizona Dialtone cannot agree to such an amendment in its present form. Arizona Dialtone has been searching for alternatives that more closely fit its business model and yet also address what apparently are Qwest's concerns. They have had numerous conversations with Qwest personnel over the past year, but as of yet, they have been unable to find a promising "middle ground alternative" so to speak. If you know of any viable alternatives Arizona Dialtone will certainly consider them as well.

Quite frankly, Arizona Dialtone views the issues in Qwest's proposed TRRO Amendment more along the lines of the recent Arizona Corporation Commission Decision in the Qwest/Covad Interconnection Arbitration, ACC Docket No. T-03632A-04-0425, in that the changes are not mandated in the TRRO, and instead, the continued offering of une switching is mandatory under other applicable provisions of the Telecommunications Act of 1996 and other applicable laws and regulations. We understand that Qwest has sought reconsideration of that Qwest/Covad ACC Decision, and that Qwest is taking other measures to challenge that Decision or have it modified. We believe that under the circumstances, it would be appropriate to let the Qwest/Covad regulatory and litigation process play out, and then the two companies can revisit these issues after we both know if the Qwest/Covad Interconnection Agreement is available for opt-in, or know whether other issues may be further resolved in that process.

Very truly yours,

MORRILL & ARONSON, P.L.C.



William D. Cleaveland

WDC/lk

cc: Norman G. Curtright, Esq.
Timothy Berg, Esq.
Mr. Thomas Bade
Martin A. Aronson, Esq.

EXHIBIT D

AZ Dialysis (ZGID) AZ QPP Implementation Increase Over LINEP Analysis

2005 MRC Increases Under QPP

State	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Annual Total
AZ													
	QPP MRC Increase												
	State Subtotal												
CO													
	QPP MRC Increase												
	State Subtotal												
MN													
	QPP MRC Increase												
	State Subtotal												
ND													
	QPP MRC Increase												
	State Subtotal												
Totals													

2006 Rate Increases Under QPP

Month	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	Annual Total
AZ													
	QPP MRC Increase												
	State Subtotal												
CO													
	QPP MRC Increase												
	State Subtotal												
MN													
	QPP MRC Increase												
	State Subtotal												
ND													
	QPP MRC Increase												
	State Subtotal												
Totals													

Total 2005 & 2006 Increase owed!

2007 Rate Increases Under QPP	Month	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Annual Total
AZ														
	QPP MRC Increase													
	State Subtotal													
CO														
	QPP MRC Increase													
	State Subtotal													
MN														
	QPP MRC Increase													
	State Subtotal													
Totals														

Total Increase owed to Quest under QPP

Redacted

Arizona Electric Energy Inc. - 12 Month Line Item - Transition Period (12 Months) Mar 11, 2005 - Mar 11, 2006

State	Mar 11 '05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar 11 '06	Total
AZ														
CO														
MT														
ND														
State Subtotal														
Total Region-wide Monthly Total \$														

AZ	\$1.00 Increase
CO	\$1.00 Increase
MT	\$1.00 Increase
ND	\$1.00 Increase
State Subtotal	\$4.00 Increase
Total Region-wide Monthly Total \$	\$4.00 Increase

Month	Total Volumes
Mar	11
Apr	11
May	11
Jun	11
Jul	11
Aug	11
Sep	11
Oct	11
Nov	11
Dec	11
Jan	11
Feb	11
Mar	11
Total	132

PAL	PAL MRC Delta per line/month
	(Avg Resale PAL/Features rate - Avg UNE-P rate)
	PAL Increase, monthly total

POTS	POTS MRC Delta per line/month
	(Avg Resale POTS/Features rate - Avg UNE-P rate)
	POTS Increase, monthly total

Monthly Subtotals

Total due to Quest from March 11, 2005 through present

Notes:

Approx. Volumes by state:

PAL: 66% in AZ, 27% in CO, and 7% in MN

POTS: 84% in AZ and 16% in CO

60% are in Zone 1 and 34% are in Zone 2

PAL

Simple average PAL rate = \$15 line + \$6 calc + \$3 ERS + \$1 features = \$25 - Avg Resale PAL disc (11.83%) = \$22.02

Simple Avg UNE-P + usage (zones 1 & 2 in AZ, CO, & MN) = \$13.71

PAL MRC Delta = \$22.02 - \$13.71 = \$8.31

POTS

Simple average Business Rate (TFR a la carte) = \$32.89 per line - Avg Resale POTS disc (18.53%) = \$27.28

Simple Avg UNE-P + usage (Zones 1 & 2 in AZ, CO, & MN) = \$13.71

POTS MRC Delta = \$27.28 - \$13.71 = \$13.57

Redacted

EXHIBIT E

MORRILL & ARONSON P.L.C.
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FILE NUMBER

36063-0100

April 21, 2006

VIA FACSIMILE 303-295-7049
and FIRST CLASS MAIL

Andrew J. Creighton, Esq.
Corporate Counsel
Qwest Services Corporation
1801 California Street
10th Floor
Denver, CO 80202

**RE: Arizona Dialtone/Qwest Interconnection Agreement Negotiations and
Triennial Review Remand Order Issues**

Dear Mr. Creighton:

The following is a list of topics that Arizona Dialtone would like to explore in negotiations with Qwest over a revised Interconnection Agreement. Mr. Thomas W. Bade of Arizona Dialtone will be contacting Mr. Hanson of Qwest to set up direct negotiations between the business representatives. Arizona Dialtone's issues include:

1. Issues of the accuracy of Qwest's DUF records for prepaid IXC's and the use of local PRI for access.
2. Qwest's filing for an appropriate wholesale discount rate in Colorado to reflect avoided costs on retail PAL lines per FCC requirements.
3. Qwest's billing of long distance and other end user charges to Arizona Dialtone, including charges from Qwest or from other carriers.
4. Qwest's billing of Qwest Operator Services charges to Arizona Dialtone that were utilized by end users and not ordered by Arizona Dialtone.

April 21, 2006
Page 2

5. Qwest's billing for internet access minutes of use.
6. Billing of Qwest EUCL to Arizona Dialtone.
7. The accuracy of Qwest's billing and the costs and administrative expenses to correct it.
8. Providing Qwest unbundled services mandated under § 271, provisioning issues, and reasonable rates for them.
9. Qwest's requested "TRRO" amendment and conflicts with existing SGAT/tariff and other provisions, with the FCC's TRRO, and with § 271; and also, any possible reasoning for why Arizona Dialtone would voluntarily consent to it.

Arizona Dialtone's designated vice president level business contact person is Thomas W. Bade. Mr. Bade will be the primary contact person for Qwest's designated business person, Steve Hanson, to contact and meet with for business negotiations and discussions of these matters and Qwest's proposed topics. Mr. Bade can be contacted by Mr. Hanson at Arizona Dialtone, 7170 West Oakland Street, Chandler, Arizona 85226-2446, phone - (480) 705-7275.

Arizona Dialtone is looking forward to these negotiations with an expectation of reaching a mutually beneficial result. However, if the parties are unable to reach a satisfactory agreement, in order to bring this before the state commissions (which we previously discussed and confirmed in my April 7, 2006 fax to you) we need to be sure the issue is properly triggered under § 252(b)(1) of the 1996 Telecom Act. We are using the date of this letter (which is the CLEC's request for Interconnection) as the start date for calculating the window of between the 135th day to the 160th day during which we can bring the remaining interconnection issues to the state commission under § 252(b)(1). We need to be in agreement regarding timely filing, so please confirm this timing issue or let me know immediately if you disagree and believe we should use some other date.

Very truly yours,

MORRILL & ARONSON, P.L.C.



William D. Cleaveland

WDC/lk

cc: Mr. Thomas Bade
Martin A. Aronson, Esq.

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** TOTAL PAGE.03 **

EXHIBIT F

**Triennial Review Order and Triennial Review Remand Order
("TRO/TRRO") Amendment
to the Interconnection Agreement between
Qwest Corporation and
COMPANY
for the State of
STATE**

This is an Amendment ("Amendment") to incorporate the Triennial Review Order ("TRO") and the Triennial Review Remand Order ("TRRO") into the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and COMPANY ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS.

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of STATE which was approved by the STATE Commission ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its Report and Order *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, (effective October 2, 2003) ("TRO"); and

WHEREAS, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (Triennial Review Remand Order)(FCC 04-290) ("TRRO"), effective March 11, 2005, which further modified the rules governing Qwest's obligation to make certain UNEs available under Section 251(c)(3) of the Act; and

WHEREAS, the TRO and TRRO Decision, individually and together ("Decisions") materially modify Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs; and

WHEREAS, the Parties wish to amend the Agreement to comply with the Decisions hereby agree to do so 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:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by deleting certain UNEs or by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 and

Exhibit A to this Amendment, attached hereto and incorporated herein by this reference.

II. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Decisions, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decisions should be changed, vacated, dismissed, stayed or modified.

III. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent the UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

VI. Further Amendments.

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.

VII. Entire Agreement.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the 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 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.

COMPANY

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director- Interconnection Agreements

Title

Date

Date

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1.0 Definitions

"Business Line" means a Qwest-owned switched access line used to serve a business customer, whether by Qwest itself or by CLEC that leases the line from Qwest. The number of Business Lines in a Wire Center shall equal the sum of all Qwest business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, Business Line tallies (1) shall include only those access lines connecting End User Customers with Qwest end-offices for switched services; (2) shall not include non-switched special access lines; and (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to twenty-four (24) 64 kbps-equivalents, and therefore to twenty-four (24) Business Lines.

"Commingling" means the connecting, attaching, or otherwise linking of an Unbundled Network Element, or a Combination of Unbundled Network Elements, to one or more facilities or services that a requesting Telecommunications Carrier has obtained at wholesale from Qwest, or the combination of an Unbundled Network Element, or a Combination of Unbundled Network Elements, with one or more such facilities or services.

"Commingle" means the act of Commingling.

"Dark Fiber" is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

"Dedicated Transport" is Qwest transmission facilities between wire centers or switches owned by Qwest, or between wire centers or switches owned by Qwest and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier.

"Fiber-based Collocator" means any carrier, unaffiliated with Qwest, that maintains a Collocation arrangement in a Qwest Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center premises; and (3) is owned by a party other than Qwest or any affiliate of Qwest, except as set forth in this paragraph. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as non-Qwest fiber-optic cable. Two (2) or more affiliated Fiber-based Collocators in a single Wire Center shall collectively be counted as a single Fiber-based Collocator. For purposes of this paragraph, the term "affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in this Title.

"Interexchange Service" means telecommunications service between stations in different exchange areas. *Cf. Modification of Final Judgment, § IV(K), reprinted in United States v. Am. Tel. & Tel. Co., 552 F. Supp. 131, 229 (D.D.C. 1982) (defining "interexchange telecommunications" as "telecommunications between a point or points located in one exchange telecommunications area and a point or points located in one or more other exchange areas or a point outside an exchange area").*

"Long Distance Service" (see "Interexchange Service").

"Mobile Wireless Service" means all mobile wireless telecommunications services, including commercial mobile radio service (CMRS). CMRS includes paging, air-ground radio, telephone service and offshore radiotelephone services, as well as mobile telephony services, such as the service offerings of carriers using cellular radiotelephone, broadband PCS and SMR licenses.

"Non-impaired Wire Center" – A Non-impaired Wire Center is a Wire Center that meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops and §51.319(a)(5)(i) for DS3 Loops. Non-impaired Wire Centers also include Tier 1 and Tier 2 Wire Centers as defined in §51.319(e)(3) and subject to the limitations of §51.319(e)(2)(ii)(A) for DS1 Dedicated Transport, §51.319(e)(2)(iii)(A) for DS3 Dedicated Transport and §51.319(e)(2)(iv)(A) for Dark Fiber Transport.

"Route" is a transmission path between one of Qwest's Wire Centers or switches and another of Qwest's Wire Centers or Switches. A Route between two (2) points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") may pass through one (1) or more intermediate Wire Centers or Switches (e.g., Wire Center or Switch "X"). Transmission paths between identical end points (e.g., Wire Center or Switch "A" and Wire Center or Switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or Switches, if any.

"Triennial Review Remand Order" The Triennial Review Remand Order is the Federal Communications Commission (FCC) Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under CLEC's Agreement and under this Amendment. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"Wire center" A wire center is the location of a Qwest local Switching facility containing one or more central offices, as defined in the Appendix to part 36 of Chapter I to Title 47 of the Code of Federal Regulations. The wire center boundaries define the area in which all customers served by a given wire center are located.

"Tier 1 Wire Centers" means those Qwest Wire Centers that contain at least four Fiber-based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Qwest tandem Switching locations that have no line-side Switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLEC. Once a Wire Center is determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

"Tier 2 Wire Centers" means those Qwest Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

"Tier 3 Wire Centers" means those Qwest Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

2.0 Unbundled Network Elements (UNE) General

2.1 CLEC's Interconnection Agreement may include terms and conditions for certain Network Elements that Qwest is no longer required to offer on an unbundled basis pursuant to Section 251 of the Act. The FCC determined in its Decisions, that certain Unbundled Network Elements no longer satisfy the FCC's impairment test, and as a result, Qwest is no longer obligated to offer to CLEC those Network Elements on an unbundled basis pursuant to Section 251 of the Act. The FCC also modified certain Terms and Conditions for other Unbundled Network Elements.

2.2 As of the execution date of this Amendment, CLEC shall not order, and Qwest will not provide, the following Network Elements on an unbundled basis pursuant to Section 251 of the Act:

2.2.1 Unbundled Loops

- a) Certain DS1 Loops subject to the requirements of Section 3.0 following
- b) Certain DS3 Loops subject to the requirements of Section 3.0 following
- c) OCn Loops
- d) FTTH & FTTC Loops subject to the requirements of Section 3.1.6 following
- e) Dark Fiber Loops subject to the requirements of Section 3.1.5 following
- f) Hybrid Loops (non-copper distribution Loops) except as identified in Section 3.1.7 following
- g) Line Sharing
- h) Feeder-Sub-Loop
- i) Shared Distribution Loops

2.2.2 Transport

- a) E-UDIT (Extended Unbundled Dedicated Interoffice Transport); Transport from a CLEC's Premises to a Qwest Wire Center;
- b) E-UDF (Extended Unbundled Dark Fiber); Transport from a CLEC's Premises to a Qwest Wire Center;
- c) OCn UDIT; including Remote Node/Remote Port and SONET add/drop multiplexing
- d) UDIT and UDF as a part of a Meet-Point arrangement;
- e) Certain DS1 Transport (UDIT) subject to the requirements of Section 4.0

following

- f) Certain DS3 Transport (UDIT) subject to the requirements of Section 4.0 following
- g) Certain Dark Fiber Transport (UDF-IOF) subject to the requirements of Section 4.1.7 following
- h) Multiplexing associated with UDIT and Loop/Mux Combo

2.2.3 Unbundled Switching

- a) Packet Switching
- b) Tandem Switching
- c) Mass Market Switching, including UNE-P and related services as identified in Section 2.2.3.1
- d) Enterprise Local Switching, including UNE-P and related services as identified in Section 2.2.3.1
- e) Signaling Networks (stand alone)

2.2.3.1 Related services

- a) Customized Routing
- b) Signaling
- c) AIN Database Services
- d) Line Information Database (LIDB)
- e) 8XX Database Services
- f) InterNetwork Calling Name (ICNAM)
- g) Local Number Portability (LNP) Database
- h) Shared Transport

2.2.4 Transition

2.2.4.1 Transition plans for embedded Network Elements identified in the above lists are identified in the following sections.

2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005, for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.7.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

2.4 UNEs shall be obtained solely for the provision of Telecommunications Services and only to the extent allowed by law.

2.5 UNEs shall only be obtained for the provision of Telecommunications Services, which do not include telecommunications utilized by CLEC for its own administrative use.

2.6 CLEC may not access UNEs for the exclusive provision of Mobile Wireless Services or Interexchange Services.

2.7 If CLEC accesses and uses a UNE consistently with Sections 2.4, 2.5 and 2.6, CLEC may provide any Telecommunications Services over the same UNE.

2.8 To submit an order to obtain a high-capacity loop or transport UNE, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order and that it is therefore entitled to unbundled access to the particular network elements sought pursuant to section 251(c)(3). As part of such reasonably diligent inquiry, CLEC shall ensure that a requested unbundled DS1 or DS3 loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 3.1.1 and 3.1.2, and that a requested unbundled DS1, DS3 or dark fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable non-impairment threshold specified in Sections 4.1.1, 4.1.2 and 4.1.7.1.1. CLEC shall provide a letter or other mutually agreed upon form to document its compliance. CLEC will maintain appropriate records that document what CLEC relied upon to support its certification.

2.8.1 Upon receiving a request for access to a dedicated transport or high-capacity loop UNE that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand Order, Qwest must immediately process the request, if the UNE is in a location that does not meet the applicable non-impairment thresholds referred to in Section 2.8. To the extent that Qwest seeks to challenge any other such UNEs, it subsequently can raise that issue through the dispute resolution procedures provided for in CLEC's Interconnection Agreement.

2.8.2 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs is inconsistent with Existing Rules, except due to change in law, CLEC has thirty (30) calendar Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements. CLEC is also responsible for all non-recurring charges associated with such conversions.

2.8.3 When CLEC submits an order to convert a special access circuit to a UNE and that circuit has previously been exempt from the special access surcharge pursuant to 47 CFR 69.115, CLEC shall document in its certification when and how the circuit was modified to permit interconnection of the circuit with a local exchange subscriber line.

2.8.4 Additional Non-Impaired Wire Centers. If additional Qwest Wire Centers are found to meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order under which Qwest is no longer required to offer Unbundled DS1 or DS3 Loops, and/or if additional Qwest Wire Centers are reclassified as Tiers 1 or 2, thus impacting the availability of Unbundled DS1, DS3, or Dark Fiber transport, Qwest shall provide notice to CLEC. Thirty (30) Days after notification from

Qwest, CLEC will no longer order impacted high capacity or Dark Fiber UNEs in or between those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change. Absent CLEC transition of impacted UNEs within the transition period above, Qwest will convert facilities to month-to-month service arrangements in Qwest's Special Access Tariff or begin the disconnect process of Dark Fiber facilities. CLEC is subject to back billing for the difference between the UNE and Tariff rates beginning on the ninety-first (91st) Day as well as for all applicable nonrecurring charges associated with such conversions.

2.9 Service Eligibility Criteria

2.9.1 The following Service Eligibility Criteria apply to combinations and/or Commingling of high capacity (DS1 and DS3) Loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions), or new commingled EELs (e.g., high capacity loops attached to special access transport).

2.9.1.1 Except as otherwise provided in this Section 2.9.1.1, Qwest shall provide access to Unbundled Network Elements and Combinations of Unbundled Network Elements without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.

2.9.1.2 CLEC must certify that the following Service Eligibility Criteria are satisfied to: (1) convert a Special Access Circuit to a high capacity EEL, (2) to obtain a new high capacity EEL; or (3) to obtain at UNE pricing any portion of a Commingled circuit that includes a high capacity Loop and transport facility or service. Such certification shall be in accordance with all of the following Sections.

2.9.1.2.1 State Certification. CLEC has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.

2.9.1.2.2 Per Circuit Criteria. The following criteria are satisfied for each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

2.9.1.2.3 Telephone Number Assignment. Each circuit to be provided to each End User Customer will be assigned a local telephone number prior to the provision of service over that circuit. This requires that each DS1 circuit must have at least one (1) local telephone number and each DS3 circuit has at least twenty-eight (28) local telephone numbers. The origination and termination of local voice traffic on each local telephone number assigned to a circuit shall not include a toll charge

and shall not require dialing special digits beyond those normally required for a local voice call.

2.9.1.2.4 911 or E911. Each circuit to be provided to each End User Customer will have 911 or E911 capability prior to the provision of service over that circuit.

2.9.1.2.5 Collocation.

2.9.1.2.5.1 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location;

2.9.1.2.5.2 Each circuit to be provided to each End User Customer will terminate in a Collocation arrangement that is located at the third party's premises within the same LATA as the End User Customer's premises, when Qwest is the collocator; and

2.9.1.2.5.3 When a DS1 or DS3 EEL Loop is connected to a multiplexed facility, the multiplexed facility must be terminated in a Collocation arrangement that is established pursuant to Section 251(c)(6) of the Act and located at Qwest's Premises within the same LATA as the End User Customer's premises, when Qwest is not the collocator, and cannot be at an Interexchange Carrier POP or ISP POP location.

2.9.1.2.6 Interconnection Trunking. CLEC must arrange for the meaningful exchange of traffic which must include hand-offs of local voice calls that flow in both directions. Where CLEC does not arrange for a meaningful exchange of traffic, those arrangements cannot be attributed towards satisfaction of this criterion. At a minimum, each DS1 circuit must be served by a DS0 equivalent LIS trunk in the same LATA as the End User Customer served by the circuit. For each twenty-four (24) DS1 circuits, CLEC must maintain at least one (1) active DS1 LIS trunk in the same LATA as the End User Customer served by the circuit.

2.9.1.2.6.1 Calling Party Number. Each circuit to be provided to each End User Customer will be served by an Interconnection trunk over which CLEC will transmit the Calling Party Number in connection with calls exchanged over the trunk. For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, CLEC will have at least one (1) active DS1 LIS trunk over which CLEC will transmit the Calling Party Number in connection with

calls exchanged over the trunk. If the Calling Party Number is not exchanged over an Interconnection trunk, that trunk shall not be counted towards meeting this criteria.

2.9.1.2.7 End Office Switch. Each circuit to be provided to each End User Customer will be served by an End Office Switch capable of Switching local voice traffic. CLEC must certify that the Switching equipment is either registered in the LERG as a Class 5 Switch or that it can switch local voice traffic.

2.9.1.3 CLEC must provide certification to Qwest through a certification letter, or other mutually agreed upon communication, that each individual high capacity loop in combination, or Commingled, with a Qwest-provided high capacity transport facility or service, meets the Service Eligibility Criteria set forth above before Qwest will provision or convert the high capacity facility in combination or Commingled.

2.9.1.4 CLEC's high capacity combination or Commingled facility Service Eligibility shall remain valid only so long as CLEC continues to meet the Service Eligibility Criteria set forth above. If CLEC's Service Eligibility on a given high capacity combination or Commingled facility is no longer valid, CLEC must submit a service order converting the facility to the appropriate Private Line/Special Access service within thirty (30) Days.

2.9.1.5 Service Eligibility Audits. In order to confirm reasonable compliance with these requirements, Qwest may perform Service Eligibility Audits of CLEC's records. Service Eligibility Audits shall be performed in accordance with the following guidelines:

2.9.1.5.1 Qwest may, upon thirty (30) Days written notice to CLEC that has purchased high capacity combination and Commingled facilities, conduct a Service Eligibility Audit to ascertain whether those high capacity facilities were eligible for UNE treatment at the time of Provisioning or conversion and on an ongoing basis thereafter.

2.9.1.5.2 CLEC shall make reasonable efforts to cooperate with any Service Eligibility Audit by Qwest and shall maintain and provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that CLEC's high capacity combination and Commingled facilities meet the Service Eligibility Criteria.

2.9.1.5.3 An independent auditor hired and paid for by Qwest shall perform any Service Eligibility Audits, provided, however, that if a Service Eligibility Audit reveals that CLEC's high capacity combination and Commingled facility circuit(s) do not meet or have not met the Service Eligibility Criteria, then CLEC shall reimburse Qwest for the cost of the audit. To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Criteria,

Qwest shall reimburse CLEC for its costs associated with the Service Eligibility Audit.

2.9.1.5.4 An independent auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) and during normal business hours, unless there is a mutual agreement otherwise.

2.9.1.5.5 Qwest shall not exercise its Service Eligibility Audit rights with respect to CLEC (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If a Service Eligibility Audit does find non-compliance, Qwest shall not exercise its Service Eligibility Audit rights for sixty (60) Days following that audit, and if any subsequent Service Eligibility Audit does not find non-compliance, then Qwest shall not exercise its Service Eligibility Audit rights for the remainder of the calendar year.

2.9.1.5.6 At the same time that Qwest provides notice of a Service Eligibility Audit to CLEC under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

2.9.1.5.7 Service Eligibility Audits conducted by Qwest for the purpose of determining compliance with Service Eligibility Criteria shall not effect or in any way limit any audit or Dispute Resolution rights that Qwest may have pursuant to other provisions of this Agreement.

2.9.1.5.8 Qwest shall not use any other audit rights it may have under this Agreement to audit for compliance with the Service Eligibility Criteria of this Section. Qwest shall not require a Service Eligibility Audit as a prior prerequisite to Provisioning combination and Commingled facilities.

2.9.1.5.9 CLEC shall maintain appropriate records to support its Service Eligibility Criteria. However, CLEC has no obligation to keep any records that it does not keep in the ordinary course of its business.

2.9.1.5.10 If a Service Eligibility Audit demonstrates that a high capacity combination and Commingled facilities do not meet the Service Eligibility Criteria above, the CLEC must convert all non-compliant circuits to Private Line/Special Access circuits and CLEC must true-up any difference in payments within thirty (30) days.

3.0 Unbundled Loop

3.1 Unbundled Loops are available pursuant to CLEC's Agreement and the following terms and conditions.

3.1.1 DS1 Unbundled Loops. Subject to the cap described in Section 3.1.1.1, Qwest shall provide CLEC with non-discriminatory access to a DS1 loop on an unbundled basis to any building not served by a Wire Center with at least 60,000

Business Lines and at least four (4) Fiber-based Collocators. Once a Wire Center exceeds both of these thresholds, no future DS1 loop unbundling will be required in that Wire Center.

3.1.1.1 Cap on Unbundled DS1 Loop Circuits. CLEC may obtain a maximum of ten (10) unbundled DS1 Loops to any single building in which DS1 Loops are available as Unbundled Loops.

3.1.1.2 Transition period for DS1 loop circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS1 loop UNEs that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 3.1.1 or 3.1.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that Loop element. Where Qwest is not required to provide unbundled DS1 loops pursuant to Sections 3.1.1 or 3.1.1.1, CLEC may not obtain new DS1 loops as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

3.1.1.3 Billing. The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) per Billing Account Number (BAN) with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

3.1.2 DS3 Unbundled Loops. Subject to the cap described in Section 3.1.2.1, Qwest shall provide CLEC with non-discriminatory access to a DS3 loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four (4) Fiber-based Collocators. If a Wire Center exceeds both of these thresholds, no future DS3 Loop unbundling is required in that Wire Center.

3.1.2.1 Cap on Unbundled DS3 Loop Circuits. CLEC may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.1.2.2 Transition period for DS3 loop circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS3 loop UNEs that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 3.1.2 or 3.1.2.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that loop element. Where Qwest is not required to provide unbundled DS3 loops pursuant to Sections 3.1.2 or 3.1.2.1, CLEC may not obtain new DS3

loops as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

3.1.2.3 Billing. The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

3.1.3 Non-Impaired Services – DS1 and DS3 Loops

3.1.3.1 Use after March 10, 2006. For any non-impaired DS1 or DS3 loop leased by CLEC from Qwest after March 10, 2006, CLEC is subject to back billing to the later of March 11, 2006 or the installation date of the loop for the difference between the rate for the UNE and the rate of Qwest's month-to-month alternative service arrangement in Qwest's Special Access Tariff until CLEC transitions the UNE to an alternative service arrangement or disconnects the UNE.

3.1.3.2 Failure To Convert Non-Impaired Services – DS1 and DS3 Loops. Absent CLEC Transition of DS1 and DS3 Loops within ninety (90) Days after the execution of this Amendment, Qwest will convert facilities to month to month service arrangements in Qwest's Special Access Tariff. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

3.1.4 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

3.1.5 Dark Fiber Loops Including Fiber Sub-loop. Qwest is not required to provide CLEC with access to a Dark Fiber Loop on an unbundled basis except for UDF-MTE Subloop below. Dark fiber is fiber within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

3.1.5.1 Transition period for Dark Fiber Loop circuits. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any Dark Fiber Loop UNEs that a CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that Loop element. CLEC may not obtain new Dark Fiber Loops as Unbundled Network Elements. Qwest and CLEC will work together to identify those circuits impacted.

3.1.5.2 Failure To Convert Non-Impaired Network Elements - Dark Fiber Loops including Fiber Sub-loop. Absent CLEC transition of Dark Fiber Loops as of September 10, 2006, Qwest will, or maintains the right to, begin the disconnection process of CLEC Dark Fiber Loops.

3.1.5.3 UDF MTE Subloop begins at or near an MTE to provide access to MTE premises wiring.

3.1.5.3.1 Access to Dark Fiber MTE Subloops at or near an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. The termination and placement of CLEC fiber facilities at an MTE is solely the responsibility of CLEC. CLEC is responsible for all negotiations with the End User Customer and or premises owner for such placement of CLEC facilities.

3.1.5.3.2 Termination at an MTE. CLEC shall access the UDF MTE Subloop on the MTE premises at a technically feasible point if possible. If access is not technically feasible on the MTE premises, then CLEC may request access to UDF MTE Subloop at a technically feasible point near the MTE premises. Qwest will prepare and submit to CLEC a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance within the interval set forth in the Agreement.

3.1.5.3.3 A complex IRI is used to determine if a UDF MTE Subloop is available to gain access to network infrastructure within an MTE. Quotes are on an Individual Case Basis (ICB) and may include costs in addition to any installation charges specified in Exhibit A. of your Agreement.

3.1.6 FTTH and FTTC Loops. For purposes of this Section, a Fiber-to-the-Home (FTTH) loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's Premises, or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU's minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb (FTTC) loop is a local loop consisting of fiber optic cable connecting to a copper distribution plant loop that is not more than 500 feet from the End User Customer's Premises or, in the case of predominantly residential MDU, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC must connect to a copper distribution plant loop at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User Customer's Premises.

3.1.6.1 FTTH/FTTC New Builds. Qwest shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Qwest deploys such a loop to an End User Customer's Premises

that had not previously been served by any loop facility prior to October 2, 2003.

3.1.6.2 FTTH/FTTC Overbuilds. Qwest shall have no obligation to provide access to an FTTH/FTTC loop as an Unbundled Network Element in any situation where Qwest deploys such a loop parallel to, or in replacement of, an existing copper loop facility. Notwithstanding the foregoing, where Qwest deploys a FTTH/FTTC loop parallel to, or in replacement of, an existing copper loop facility:

3.1.6.2.1 Qwest shall: (i) leave the existing copper loop connected to the End User Customer's Premises after deploying the FTTH/FTTC loop to such Premises, and (ii) upon request provide access to such copper loop as an Unbundled Network Element. Notwithstanding the foregoing, Qwest shall not be required to incur any expense to ensure that any such existing copper loop remains capable of transmitting signals prior to receiving a request from CLEC for access, as set forth above, in which case Qwest shall restore such copper loop to serviceable condition on an Individual Case Basis. Any such restoration shall not be subject to Performance Indicator Definition or other performance service measurement or intervals. Qwest's obligations under this subsection 3.1.6.2.1 shall terminate when Qwest retires such copper Loop in accordance with the provisions of Section 3.1.6.3 below.

3.1.6.2.2 In the event Qwest, in accordance with the provisions of Section 3.1.6.3 below, retires the existing copper loop connected to the End User Customer's Premises, Qwest shall provide access, as an Unbundled Network Element, over the FTTH/FTTC loop to a 64 kbps transmission path capable of voice grade service.

[The following Section 3.1.6.3 applies in states other than Iowa.]

3.1.6.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event Qwest decides to replace any copper loop or copper Subloop with a FTTH/FTTC Loop, Qwest will: (i) provide notice of such planned replacement on its web site (www.qwest.com/disclosures); (ii) provide e-mail notice of such planned retirement to CLECs; and (iii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Commission notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH/FTTC Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

[The following Section 3.1.6.3 applies in Iowa only.]

3.1.6.3 Retirement of Copper Loops or Copper Subloops and Replacement with FTTH/FTTC Loops. In the event Qwest decides to replace any copper loop or copper Subloop with an FTTH/FTTC Loop, Qwest will: (i) provide notice of such planned replacement on its web site (www.qwest.com/disclosures); ii) provide e-mail notice of such planned retirement to CLECs; and (iii) provide public notice of such planned replacement to the FCC. Such notices shall be in addition to any applicable state Board notification that may be required. Any such notice provided to the FCC shall be deemed approved on the ninetieth (90th) Day after the FCC's release of its public notice of the filing, unless an objection is filed pursuant to the FCC's rules. In accordance with the FCC's rules: (i) a CLEC objection to a Qwest notice that it plans to replace any copper Loop or copper subloop with a FTTH/FTTC Loop shall be filed with the FCC and served upon Qwest no later than the ninth (9th) business day following the release of the FCC's public notice of the filing and (ii) any such objection shall be deemed denied ninety (90) Days after the date on which the FCC releases public notice of the filing, unless the FCC rules otherwise within that period.

3.1.6.4 Handling of embedded FTTH/FTTC Loops. All embedded CLEC services over FTTH/FTTC Loops in place prior to the signature on this Amendment will be 'grandfathered' subject to re-classification upon change of service.

3.1.7 Hybrid Loops. A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

3.1.7.1 Broadband Services. When CLEC seeks access to a Hybrid Loop for the provision of broadband services, including DS1 or DS3 capacity, but not DSL, Qwest shall provide CLEC with non-discriminatory access on an unbundled basis to time division multiplexing features, functions, and capabilities of that Hybrid Loop, only where impairment has been found to exist to establish a complete transmission path between Qwest's Central Office and an End User Customer's premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

3.1.7.2 Narrowband Services. When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

3.1.7.2.1 Provide non-discriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

3.1.7.2.2 Provide nondiscriminatory access to a spare home-run copper loop serving that End User Customer on an unbundled basis.

3.1.8 Subloop Unbundling. An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. 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, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). 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 multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 3.1.5.3.

[The following Section 3.1.8 is applicable in Minnesota only.]

3.1.8 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's premises. 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, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). 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 multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 3.1.5.3. Pursuant to Minnesota Exchange and Network Services Tariff – Section 2.1.1, Minnesota is a Minimum Point of Presence state, and therefore Qwest owns intra-building cable in limited Multi-Tenant Environments (e.g., airports, marinas, and trailer parks). The intra-building cable provisions of this Section 3.1.8 apply only in those limited Multi-Tenant Environments in which Qwest owns the intra-building cable.

[The following Section 3.1.8 is applicable in North Dakota only.]

3.1.8 An Unbundled Subloop is defined as the distribution portion of a copper Loop or hybrid Loop comprised entirely of copper wire or copper cable that acts as a transmission facility between any point that it is Technically Feasible to access at terminals in Qwest's outside plant (originating outside of the Central Office), including inside wire owned or controlled by Qwest, and terminates at the End User Customer's

premises. 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, Network Interface Device, minimum point of entry, single point of Interconnection, Remote Terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). 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 multiple tenant environment (MTE). CLEC shall have access to the feeder facilities only to the extent it is part of a complete transmission path, not a subloop, between the Central Office and the End User Customer's premises or MTE. This section does not address Unbundled Dark Fiber MTE Subloop which is addressed in Section 3.1.5.3. Due to the limited number of locations in North Dakota where Qwest owns premises cable, campus cable or inside wiring, Qwest will provide premises cable, campus cable or inside wiring ownership notification at each MTE terminal.

3.1.8.1 Qwest's obligation to construct a Single Point of Interface (SPOI) is limited to those MTEs where Qwest has distribution facilities to that MTE and owns, controls, or leases the inside wire at the MTE. In addition, Qwest shall have an obligation to construct a SPOI only when CLEC indicates that it intends to place an order for access to an unbundled Subloop Network Element via a SPOI.

3.1.8.2 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Collocation is not required to access Subloops used to access the network infrastructure within an MTE, unless CLEC requires the placement of equipment in a Qwest Premises. Cross-Connect Collocation, refers to creation of a cross connect field and does not constitute Collocation. The terms and conditions of Collocation do not apply to Cross-Connect Collocation if required at or near an MTE.

3.1.8.3 Retention of Embedded Services – Feeder Subloops. All embedded CLEC services over Feeder Subloops in place prior to the signature on this Amendment will be "grandfathered" subject to re-classification upon any modification to or disconnection of the service. Recurring charge rates effective prior to the signature on this amendment will remain in place. No new requests will be accepted for Feeder Subloop subsequent to signature on this Amendment.

3.1.9 Line Sharing. Qwest shall not be required to provide Line Sharing unless the Agreement has been amended with a Qwest Commercial Line Sharing Amendment.

3.1.10 Shared Distribution Loop. Qwest shall not be required to provide Shared Distribution Loop unless the Agreement has been amended with a Qwest Commercial Shared Distribution Loop Amendment.

4.0 Unbundled Dedicated Interoffice Transport (UDIT)

4.0.1 Qwest is not obligated to provide CLEC with unbundled access to dedicated transport that does not connect a pair of Qwest Wire Centers.

4.0.2 All transport services, when combined with high capacity Loops, are subject to the Service Eligibility Criteria as outlined in Section 2.9 of this Amendment.

4.1 UDIT is available pursuant to CLEC's Agreement and the following terms and conditions.

4.1.1 DS1 UDIT. Qwest shall unbundle DS1 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Qwest must unbundle DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

4.1.1.1 On Routes for which no unbundling obligation for DS3 Dedicated Transport circuits exists but for which DS1 Dedicated Transport is available on an unbundled basis, CLEC may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits."

4.1.1.2 Transition period for DS1 transport circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS1 dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 4.1.1 or 4.1.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled DS1 transport pursuant to Sections 4.1.1 or 4.1.1.1, CLEC may not obtain new DS1 transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted between Non-Impaired Wire Centers.

4.1.1.3 Billing. The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.2 DS3 UDIT - Qwest shall unbundle DS3 transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications, as defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle DS3 transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

4.1.2.1 CLEC may obtain a maximum of twelve (12) unbundled DS3 dedicated transport circuits on each Route where DS3 dedicated transport is

available on an unbundled basis.

4.1.2.2 Transition period for DS3 transport circuits. For a twelve (12) month period beginning on the effective date of the Triennial Review Remand Order, any DS3 dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Sections 4.1.2 or 4.1.2.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled DS3 transport pursuant to Sections 4.1.2 or 4.1.2.1, CLEC may not obtain new DS3 transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted between Non-Impaired Wire Centers.

4.1.2.3 Billing. The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.3 Qwest shall make available to CLEC a list of those Non-Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

4.1.4 Non-Impaired Services – DS1 and DS3 UDIT

4.1.4.1 Use after March 10, 2006. For any non-impaired DS1 or DS3 UDIT leased by CLEC from Qwest after March 10, 2006, CLEC is subject to back billing to the later of March 11, 2006 or the installation date of the transport for the difference between the rate for the UNE and the rate of Qwest's month-to-month alternative service arrangement in Qwest's Special Access Tariff until CLEC transitions the UNE to an alternative service arrangement or disconnects the UNE.

4.1.4.2 Failure To Convert Non-Impaired Services – DS1 and DS3 UDIT. Absent CLEC transition of DS1 and DS3 Transport within ninety (90) Days after the execution of this Amendment, Qwest will convert facilities to month to month service arrangements in Qwest's Special Access Tariff and CLEC is subject to back billing for the difference between the rates for the UNES and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

4.1.5 Failure To Convert Non-Impaired Services – OCn UDIT. Absent CLEC transition of OCn Transport within ninety (90) days of Execution of this Amendment, Qwest will convert facilities to month to month service arrangements in Qwest's Special Access Tariff and CLEC is subject to back billing for the difference between the rates for

the UNEs and rates for the Qwest alternative service arrangements to the 91st day. CLEC is also responsible for all non-recurring charges associated with such conversions.

4.1.6 Failure To Convert Non-Impaired Services – DS1 and DS3 E-UDIT and M-UDIT. Absent CLEC transition of DS1 and DS3 E-UDIT and M-UDIT within ninety (90) days of Execution of this Amendment, Qwest will convert facilities to month to month service arrangements in Qwest's Special Access Tariff and CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the 91st day. CLEC is also responsible for all non-recurring charges associated with such conversions.

4.1.7 Unbundled Dark Fiber (UDF) IOF

4.1.7.1 Dedicated dark fiber transport shall be made available to CLEC on an unbundled basis as set forth in the Interconnection Agreement and as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

4.1.7.1.1 Qwest shall unbundle dark fiber transport between any pair of Qwest Wire Centers except where, through application of "Tier" classifications defined in Section 1.0 of this Amendment, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Qwest must unbundle dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

4.1.7.1.2 **Transition period for dark fiber transport circuits.** For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any dark fiber dedicated transport UNE that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Section 4.1.7.1.1, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the dedicated transport element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that dedicated transport element. Where Qwest is not required to provide unbundled dark fiber transport pursuant to Section 4.1.7.1.1, CLEC may not obtain new dark fiber transport as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted in Non-Impaired Wire Centers.

4.1.7.1.3 **Billing.** The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.7.1.4 Qwest shall make available to CLEC a list of those Non-

Impaired Wire Centers that satisfy the above criteria and update that list as additional Wire Centers meet these criteria.

4.1.7.1.5 Failure To Convert Non-Impaired Services – UDF-IOF. Absent CLEC Transition of UDF, as of September 10, 2006, Qwest will, or maintains the right to, begin the disconnection process of CLEC Dark Fiber Facilities.

4.1.8 E-UDF and M-UDF (Meet Point Billed-UDF) Transition Language. Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, any ASRs for Extended Unbundled Dark Fiber (E-UDF) or M-UDF (Meet Point UDF). Qwest account representatives will work with CLECs on a plan to convert any existing E-UDF or M-UDF to other alternative Qwest products or services, if CLEC so desires.

4.1.8.1 Transition period for dark fiber transport circuits. For an eighteen (18) month period beginning on the effective date of the Triennial Review Remand Order, any E-UDF and M-UDF that a CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle pursuant to Section 4.1.8, shall be available for lease from Qwest at a rate equal to the higher of (1) 115 percent of the rate the requesting carrier paid for the E-UDF and M-UDF element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that element. Where Qwest is not required to provide unbundled dark fiber E-UDF and M-UDF pursuant to Section 4.1.8, CLEC may not obtain E-UDF and M-UDF as unbundled network elements. Qwest and CLEC will work together to identify those circuits impacted.

4.1.8.2 Billing. The 15% transitional rate increment will be applied to CLECs bill as a manual adjustment on the following bill cycle. The first bill adjustment will be applied to each account based on the BTN and/or CKT per BAN with an effective bill date of March 11, 2005 on the first or second bill cycle following the contract execution date.

4.1.8.3 Failure To Convert Non-Impaired Networks Elements – E-UDF and M-UDF. Absent CLEC Transition E-UDF and M-UDF as of September 10, 2006, Qwest will begin or maintain the right to begin, disconnect process of Dark Fiber Facilities.

5.0 Unbundled Local Switching

5.1 Transition of Unbundled Local circuit Switching, including UNE-P Services

5.1.1 DS0 Capacity (Mass Market)

5.1.1.1 Qwest is not required to provide access to local circuit Switching on an unbundled basis to requesting telecommunications carriers for the purpose of serving end-user customers using DS0 capacity loops.

5.1.1.2 Each requesting telecommunications carrier shall migrate its embedded base of end-user customers off of the unbundled local circuit Switching element to an alternative arrangement within twelve (12) months of the effective date of the Triennial Review Remand Order.

5.1.1.3 Notwithstanding Section 5.1.1.2, for a twelve (12) month period from the effective date of the Triennial Review Remand Order, Qwest shall provide access to local circuit Switching on an unbundled basis for a requesting carrier to serve its embedded base of end-user customers. The price for unbundled local circuit Switching in combination with unbundled DS0 capacity loops and shared transport obtained pursuant to this paragraph shall be the higher of: (A) the rate at which the requesting carrier obtained that combination of network elements on June 15, 2004 plus one dollar, or (B) the rate the state public utility commission establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that combination of network elements, plus one dollar. CLEC may not obtain new local Switching as an unbundled network element. Qwest and CLEC will work together to identify those impacted accounts.

5.1.1.4 Qwest shall provide a requesting telecommunications carrier with nondiscriminatory access to signaling, call-related databases, and shared transport facilities on an unbundled basis, in accordance with section 251(c)(3) of the Act and this part, to the extent that local circuit Switching is required to be made available pursuant to Section 5.1.1.3. These elements are defined as follows:

5.1.1.4.1 Signaling networks. Signaling networks include, but are not limited to, signaling links and signaling transfer points.

5.1.1.4.2 Call-related databases.

(1) Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases by means of physical access at the signaling transfer point linked to the unbundled databases.

(2) Service management systems

5.1.1.4.3 Shared transport.

5.1.1.5 Use after March 10, 2006 - For any UNE-P POTS or UNE-P Centrex 21 leased by CLEC from Qwest after March 10, 2006, CLEC is subject to back billing to March 11, 2006 for the difference between the rate for the UNE and a rate equal to the Qwest month-to-month resale service alternatives identified in this Section 5.1.1.6.2. All other Mass Market UNE-P services, including UNE-P Centrex Plus/Centron, UNE-P ISDN BRI, UNE-P PAL, UNE-P PBX leased by

CLEC from Qwest after March 10, 2006 are subject to back billing to March 11, 2006 for the difference between the rate for the UNE and a rate equal to the Qwest month-to-month Local Exchange Resale service.

5.1.1.6 Failure to Convert Non-Impaired Networks Elements – Mass Market Switching

5.1.1.6.1 Mass Market Unbundled Switching – Stand Alone: Absent CLEC Transition within ninety (90) Days after the execution of this Amendment, Qwest will disconnect any remaining services on or after this date.

5.1.1.6.2 UNE-P POTS & UNE-P Centrex 21: Absent CLEC Transition within ninety (90) Days after the execution of this Amendment, Qwest will convert services to the equivalent Qwest Local Exchange Business Measured Resale services, e.g. Class of Service (COS) LMB. In the event Measured Services are unavailable, services will be converted to the equivalent Qwest Local Exchange Business Resale services, e.g. COS 1FB. CLEC is subject to back billing for the difference between the rates for the UNE-P and rates for the Qwest Resale Service to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

5.1.1.6.3 All other Mass Market UNE-P services, including UNE-P Centrex Plus/Centron, UNE-P ISDN BRI, UNE-P PAL, UNE-P PBX: Absent CLEC Transition within ninety (90) Days after the execution of this Amendment, Qwest will convert services to the equivalent Qwest Local Exchange Resale services. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

5.1.1.6.4 Any UNE-P services with Line Splitting: Absent CLEC Transition within ninety (90) Days after the execution of this Amendment, Qwest will convert services as described above. Line Splitting will be removed from any UNE-P services with Line Splitting.

5.1.2 Enterprise Switching. DS1 Capacity and above (i.e., enterprise market)

Qwest is not required to provide access to local circuit Switching on an unbundled basis to requesting telecommunications carriers for the purpose of serving end-user customers using DS1 capacity and above loops.

5.1.2.1 Transition for DS1 Capacity Unbundled Switching; including UNE-P

- Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, LSRs for Unbundled Local Switching at the DS1 or above capacity. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Local Switching at the DS1 or above capacity to other available Qwest products or services, if CLEC so desires. CLEC will

submit complete, error-free LSRs to convert or disconnect any existing Unbundled Local Switching at the DS1 or above capacity with Due Dates within ninety (90) Days of the Execution Date of this Amendment.

5.1.2.2 Failure to Convert DS1 Capacity Unbundled Switching: including UNE-P.

5.1.2.2.1 Enterprise Unbundled Switching – Stand Alone: Absent CLEC Transition within ninety (90) Days after the execution of this Amendment, Qwest will disconnect any remaining services on or after this date.

5.1.2.2.2 Enterprise Unbundled Switching purchased as a part of UNE-P: Absent CLEC Transition pursuant to the timeline above in 5.1.2.1, Qwest will convert services to the equivalent month to month Resale arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Resale arrangement to the ninety-first (91st) day. CLEC is also responsible for all non-recurring charges associated with such conversions.

5.1.3 Signaling Networks

5.1.3.1 Transition for Signaling Networks - Upon the Execution Date of this Amendment, CLEC will not place, and Qwest will not accept, ASRs for Unbundled Signaling Network Elements. Qwest account representatives will work with CLEC on a plan to convert any existing Unbundled Signaling Network Elements to other available Qwest products or services. CLEC will submit complete, error-free ASRs to convert or disconnect any existing Unbundled Signaling Network Elements with Due Dates that are within ninety (90) Days of the Execution Date of this Amendment. Qwest and CLEC will work together to identify those network elements.

5.1.3.2 Failure to Convert Non-Impaired Network Elements – Signaling Networks. Absent CLEC Transition of Signaling Networks within ninety (90) days of the Execution Date of this Amendment, Qwest will convert services to alternate arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to the 91st day. CLEC is also responsible for all non-recurring charges associated with such conversions.

6.0 Unbundled Network Element Combinations

6.1 Enhanced Extended Loop (EEL)

6.1.1 EEL is available pursuant to CLEC's Agreement, the relevant loop and transport terms and conditions of this amendment and the following terms and conditions.

6.1.1.1 The "Significant Amount of Local Exchange Traffic" eligibility

criteria for EEL is replaced by the Service Eligibility Criteria described in Section 2.9, including the collocation requirement of Section 2.9.1.2.5.

6.1.1.2 CLEC EEL certification process is replaced by the Certification process described in Sections 2.9.1.3.

6.1.1.3 EEL Audit provisions are replaced by the Service Eligibility Audit process described in Sections 2.9.1.5.

6.1.1.4 Service Eligibility Criteria in Section 2.9 apply to combinations of high capacity (DS1 and DS3) loops and interoffice transport (high capacity EELs). This includes new UNE EELs, EEL conversions (including commingled EEL conversions) or new commingled EELs (e.g., high capacity loops attached to special access transport). CLEC cannot utilize combinations of Unbundled Network Elements that include DS1 or DS3 Unbundled Loops and DS1 or DS3 unbundled dedicated interoffice transport (UDIT) to create high capacity EELs unless CLEC certifies to Qwest that the EELs meet the Service Eligibility Criteria in Section 2.9.

6.1.1.5 Transition for EEL – CLEC must verify that all embedded EEL meet the new Service Eligibility Criteria. Qwest account representatives will work with CLEC on a plan to convert any non-compliant EEL to other service arrangements.

6.1.1.6 Use after March 10, 2006. For any non-compliant EELs leased by CLEC from Qwest after March 10, 2006, CLEC is subject to back billing in accordance with the back billing terms for non-impaired DS1 and DS3 loops and UDIT, as applicable, set forth in Sections 3.1.3.1 and 4.1.4.1.

6.1.1.7 Failure to Convert Non-Compliant EEL. Absent CLEC Transition of non-compliant EEL within ninety (90) days of the Execution Date of this Amendment, Qwest will convert services to alternate arrangements. CLEC is subject to back billing for the difference between the rates for the UNEs and rates for the Qwest alternative service arrangements to March 11, 2006. CLEC is also responsible for all non-recurring charges associated with such conversions.

6.2 Loop-Mux Combination (LMC)

6.2.1 Description

6.2.1.1 Loop-mux combination (LMC) is an unbundled Loop, as defined by CLEC's Agreement as amended, (referred to in this Section as an LMC Loop) Commingled with a private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.

6.2.1.2 LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a PLT/SA DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.

6.2.1.3 Qwest offers the LMC Loop as a billing conversion or as new provisioning.

6.2.2 Terms and conditions

6.2.2.1 An Extended Enhanced Loop (EEL) may be commingled with the PLT/SA multiplexed facility.

6.2.2.2 LMC Loops will be provisioned where existing facilities are available.

6.2.2.3 The PLT/SA DS1 or DS3 multiplexed facility must terminate in a Collocation.

6.2.2.4 The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.

6.2.2.5 The multiplexer and the Collocation must be located in the same Qwest Wire Center.

6.2.2.6 A rearrangement nonrecurring charge may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop; or on some Private Line/Special Access circuits when coupled with a Conversion as Specified Request to convert to LMC Loop.

6.2.3 Rate Elements

6.2.3.1 The LMC Loop is the Loop connection between the End User Customer Premises and the multiplexer in the serving Wire Center where CLEC is Collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges apply

6.2.3.2 DS0 Mux Low Side Channelization. LMC DS0 channel cards are required for each DS0 LMC Loop connected to a 1/0 LMC multiplexer. Channel cards are available for analog loop start, ground start, reverse battery, and no signaling. See channel performance for recurring charges as set forth in Exhibit A.

6.2.3.3 Nonrecurring charges for billing conversions to LMC Loops and Rearrangement of existing LMC Loops are set forth in Exhibit A.

6.2.4 Ordering Process

6.2.4.1 Ordering processes for LMC Loop(s) are contained in this Agreement and in Qwest's Product Catalog (PCAT). The following is a high-level

description of the ordering process:

6.2.4.1.1 Step 1: Complete product questionnaire for LMC Loop(s) with account team representative.

6.2.4.1.2 Step 2: Obtain billing account number (BAN) through account team representative.

6.2.4.1.3 Step 3: Allow two (2) to three (3) weeks from Qwest's receipt of a completed questionnaire for accurate loading of LMC rates to the Qwest billing system.

6.2.4.1.4 Step 4: After account team notification, place LMC Loop orders via an LSR.

6.2.4.2 Prior to placing an order on behalf of each End User Customer, CLEC shall be responsible for obtaining and have in its possession a Proof of Authorization (POA) as set forth in this Agreement.

6.2.4.3 Standard service intervals for LMC Loops are in the Service Interval Guide (SIG) available at www.qwest.com/wholesale.

6.2.4.4 Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA or EDI interfaces or through facsimile. For LMC Loops, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC Loops, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

6.2.5 Billing

6.2.5.1 Qwest shall provide CLEC, on a monthly basis, within seven to ten (7 to 10) calendar Days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual End User Customer sub-account information.

6.2.6 Maintenance and Repair

6.2.6.1 Qwest will maintain facilities and equipment for LMC Loops provided under this Agreement. Qwest will maintain the multiplexed facility pursuant to the Tariff. CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.

6.3 Commingling

6.3.1 To the extent it is Technically Feasible, CLEC may Commingle Telecommunications Services purchased on a resale basis with an Unbundled Network Element or combination of Unbundled Network Elements. Notwithstanding the foregoing, the following are not available for resale Commingling:

- a) Non-telecommunications services;
- b) Enhanced or Information services;
- c) Network Elements offered pursuant to Section 271.

6.3.2 CLEC may Commingle UNEs and combinations of UNEs with wholesale services and facilities (e.g., Switched and Special Access Services offered pursuant to Tariff) and request Qwest to perform the necessary functions to provision such Commingling. CLEC will be required to provide the CFA (Connecting Facility Assignment) of CLEC's network demarcation (e.g., Collocation or multiplexing facilities) for each UNE, UNE Combination, or wholesale service when requesting Qwest to perform the Commingling of such services. Qwest shall not deny access to a UNE on the grounds that the UNE or UNE Combination shares part of Qwest's network with Access Services.

6.3.3 When a UNE and service are commingled, the service interval for each facility being commingled will apply only as long as a unique provisioning process is not required for the UNE or service due to the commingling. Performance measurements and/or remedies are not applicable to the total commingled arrangement but do apply to each facility or service ordered within the commingled arrangement. Work performed by Qwest to provide Commingled services that are not subject to standard provisioning intervals will not be subject to performance measures and remedies, if any, contained in this Agreement or elsewhere, by virtue of that service's inclusion in a requested Commingled service arrangement. Provisioning intervals applicable to services included within a requested Commingled service arrangement will not begin to run until CLEC provides a complete and accurate service request, necessary CFAs to Qwest, and Qwest completes work required to perform the Commingling that is in addition to work required to provision the service as a stand-alone facility or service.

6.3.4 Qwest will not combine or Commingle services or Network Elements that are offered by Qwest pursuant to Section 271 of the Communications Act of 1934, as amended, with Unbundled Network Elements or combinations of Unbundled Network Elements.

6.3.5 Services are available for Commingling only in the manner in which they are provided in Qwest's applicable product Tariffs, catalogs, price lists, or other Telecommunications Services offerings.

6.3.6 Entrance Facilities and mid-span meet SPOI obtained pursuant to the Local Interconnection section of the Agreement are not available for Commingling.

6.3.7 CLEC may request Qwest to commingle DS1 or DS0 analog voice grade

unbundled Loops with DS3 or DS1 multiplexed facilities ordered by CLEC from Qwest's special access or private line Tariffs. Terms and conditions for this Commingled arrangement are provided in Section 6.2 of this Amendment.

7.0 Ratcheting

7.1 To the extent that CLEC requests Qwest to commingle a UNE or a UNE Combination with one or more facilities or services that CLEC has obtained at wholesale from Qwest pursuant to a method other than unbundling under Section 251(c)(3) of the Act, Qwest will not be required to bill that wholesale circuit at multiple rates, otherwise known as ratcheting. Such commingling will not affect the prices of UNEs or UNE Combinations involved.

7.2 To the extent a multiplexed facility is included in a Commingled circuit then: (1) the multiplexed facility will be ordered and billed at the UNE rate if and only if all circuits entering the multiplexer are UNEs and (2) in all other situations the multiplexed facility will be ordered and billed pursuant to the appropriate Tariff.

8.0 Routine Network Modifications

8.1 Qwest shall make all routine network modifications to unbundled loop and transport facilities used by CLEC where the requested loop or transport facility has already been constructed. Qwest shall perform these routine network modifications to unbundled loop or transport facilities in a nondiscriminatory fashion, without regard to whether the loop or transport facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier.

8.2 A routine network modification is an activity that Qwest regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that Qwest ordinarily attaches to a DS1 loop to activate such loop for its own customer. They also include activities needed to enable CLEC to light a dark fiber transport facility. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the installation of new aerial or buried cable for CLEC.

**TRO and TRRO Exhibit A
Transition Rates
Arizona**

Select the appropriate type of contract below. For cost docket changes, leave blank:				EAS / Local Traffic Reciprocal Compensation Election			Notes		
New				Options			Notes		
				Recurring	Recurring, per Mile	Non-Recurring	REC	REC per Mile	NRC
9.0 Unbundled Network Elements (UNEs)									
9.2 Unbundled Loops									
9.2.3 Digital Capable Loops									
9.2.3.3 DS1 Capable Loop									
9.2.3.3.4 DS1 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)									
9.2.3.3.4.1 Rate Group 1									
				\$10.11			*		
9.2.3.3.4.2 Rate Group 2									
				\$10.18			*		
9.2.3.3.4.3 Rate Group 3									
				\$11.41			*		
9.2.3.4 DS3 Capable Loop									
9.2.3.4.4 DS3 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)									
9.2.3.4.4.1 Rate Group 1									
				\$110.86			*		
9.2.3.4.4.2 Rate Group 2									
				\$112.47			*		
9.2.3.4.4.3 Rate Group 3									
				\$139.92			*		
9.2.8 Private Line / Special Access to Unbundled Loop Conversion (as is)									
						\$40.32			A
9.6 Unbundled Dedicated Interoffice Transport (UDIT)									
9.6.2 DS1 UDIT									
9.6.2.7 DS1 UDIT Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)									
9.6.2.7.1 Over 0 to 8 Miles									
				\$5.40	\$0.10		*	*	
9.6.2.7.2 Over 8 to 25 Miles									
				\$5.40	\$0.14		*	*	
9.6.2.7.3 Over 25 to 50 Miles									
				\$5.40	\$0.26		*	*	
9.6.2.7.4 Over 50 Miles									
				\$5.40	\$0.24		*	*	
9.6.3 DS3 UDIT									
9.6.3.7 DS3 UDIT Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates (Effective 3/11/05 thru 3/10/06)									
9.6.3.7.1 Over 0 to 8 Miles									
				\$36.48	\$2.00		*	*	
9.6.3.7.2 Over 8 to 25 Miles									
				\$36.92	\$2.39		*	*	
9.6.3.7.3 Over 25 to 50 Miles									
				\$37.60	\$3.44		*	*	
9.6.3.7.4 Over 50 Miles									
				\$37.39	\$3.37		*	*	
9.6.12 Private Line / Special Access to UDIT Conversion (as is)									
						\$126.14			1
9.7 Unbundled Dark Fiber (UDF)									
9.7.4 UDF - Single Strand									
9.7.4.1 UDF - Interconnection Facility (UDF-IOF) - Single Strand									
9.7.4.1.6 UDF-IOF - Single Strand Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates (Effective 3/11/05 thru 9/10/06)									
9.7.4.1.6.1 Fiber Transport, per Strand / Mile									
				\$9.41			*		
9.7.4.1.6.2 Termination, Fixed, per Strand / Office / Termination									
				\$0.78			*		
9.7.4.1.6.3 Fiber Cross-Connect, per Strand / Office									
				\$0.33			*		
9.7.4.2 UDF - Loop - Single Strand Transitional Rate for all wire centers (Effective 3/11/05 thru 9/10/06)									
9.7.4.2.3 Fiber Loop, per Strand / Route									
				\$98.04			**		
9.7.4.2.4 Termination, Fixed, per Strand / Office									
				\$6.01			**		
9.7.4.2.5 Termination, Fixed, per Strand / Premise									
				\$5.37			**		
9.7.4.2.6 Fiber Cross-Connect, per Strand / Office									
				\$2.50			**		
9.7.5 UDF - per Pair									
9.7.5.1 UDF - Interconnection Facility (UDF - IOF) - per Pair									
9.7.5.1.6 UDF-IOF - Per Pair Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates (Effective 3/11/05 thru 9/10/06)									
9.7.5.1.6.1 Fiber Transport, per Pair / Mile									
				\$12.24			*		
9.7.5.1.6.2 Termination, Fixed, per Pair / Office / Termination									
				\$1.00			*		
9.7.5.1.6.3 Fiber Cross-Connect, per Pair / Office									
				\$0.59			*		

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		Recurring	Recurring, per Mile	Non-Recurring	REC	REC per Mile	NRC
9.7.5.2	UDF - Loop - per Pair Transitional Rate for all wire centers (Effective 3/11/05 thru 9/10/06)						
9.7.5.2.3	Fiber Loop, per Pair / Route	\$127.49			**		
9.7.5.2.4	Termination, Fixed, per Pair / Office	\$7.92			**		
9.7.5.2.5	Termination, Fixed, per Pair / Premise	\$7.25			**		
9.7.5.2.6	Fiber Cross-Connect, per Pair / Office	\$4.55			**		
9.7.7	UDF MTE Subloop	ICB		ICB	3		3
9.11	Local Switching						
9.11.1	Ports						
9.11.1.1	Analog Line Side Port Transitional Rate (REC rates effective 3/11/05 thru 3/10/06)						
9.11.1.1.1	First Port	\$3.44			***		
9.11.1.1.2	Each Additional	\$3.44			***		
9.11.1.1.3	Disconnect						
9.11.1.2	Digital Line Side Port Transitional Rate (Supporting BRI ISDN) (REC rates effective 3/11/05 thru 3/10/06)						
9.11.1.2.1	First Port	\$11.38			***		
9.11.1.2.2	Each Additional Port	\$11.38			***		
9.11.1.3	Digital Trunk Ports						
9.11.1.3.4	PBX / DID Trunk Port, per DS1 Transitional Rate (REC rate effective 3/11/05 thru 3/10/06)	\$4.32			***		
9.11.1.4	DS0 Analog Trunk Port Transitional Rate (REC rates effective 3/11/05 thru 3/10/06)						
9.11.1.4.1	First Port	\$16.78			***		
9.11.1.4.2	Each Additional Port	\$16.78			***		
9.23	UNE Combinations						
9.23.6	Loop MUX Combo (LMC)						
9.23.6.4	Loop Mux DS1						
9.23.6.4.3	DS1 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)						
9.23.6.4.3.1	Rate Group 1	\$10.11			*		
9.23.6.4.3.2	Rate Group 2	\$10.18			*		
9.23.6.4.3.3	Rate Group 3	\$11.41			*		
9.23.6.5	Private Line / Special Access to LMC Conversion (as is)			\$40.32			A
9.23.7	Enhanced Extended Loop (EEL)						
9.23.7.3	EEL DS1						
9.23.7.3.3	DS1 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)						
9.23.7.3.3.1	Rate Group 1	\$10.11			*		
9.23.7.3.3.2	Rate Group 2	\$10.18			*		
9.23.7.3.3.3	Rate Group 3	\$11.41			*		
9.23.7.4	EEL DS3						
9.23.7.4.3	DS3 Transitional Rate 15% Incremental adjustment applies in addition to Monthly Rate for non-impaired wire centers, (effective 3/11/05 thru 3/10/06)						
9.23.7.4.3.1	Rate Group 1	\$110.86			*		
9.23.7.4.3.2	Rate Group 2	\$112.47			*		
9.23.7.4.3.3	Rate Group 3	\$139.92			*		
9.23.7.6	Private Line / Special Access to EEL Conversion (as is)			\$40.32			A
9.23.7.8	EEL Transport						
9.23.7.8.2.5	DS1 Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)						
9.23.7.8.2.5.1	Over 0 to 8 Miles	\$5.40	\$0.10		*	*	
9.23.7.8.2.5.2	Over 8 to 25 Miles	\$5.40	\$0.14		*	*	
9.23.7.8.2.5.3	Over 25 to 50 Miles	\$5.40	\$0.26		*	*	
9.23.7.8.2.5.4	Over 50 Miles	\$5.40	\$0.24		*	*	
9.23.7.8.3.5	DS3 Transitional Rate 15% Incremental adjustment between non-impaired wire centers, in addition to Monthly Rates. (Effective 3/11/05 thru 3/10/06)						
9.23.7.8.3.5.1	Over 0 to 8 Miles	\$36.48	\$2.00		*	*	

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	Recurring	Recurring, per Mile	Non- Recurring	REC	REC per Mile	NRC
9.23.7.8.3.5.2 Over 8 to 25 Miles	\$36.92	\$2.39		*	*	
9.23.7.8.3.5.3 Over 25 to 50 Miles	\$37.60	\$3.44		*	*	
9.23.7.8.3.5.4 Over 50 Miles	\$37.39	\$3.37		*	*	

NOTES:

A: Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02

* Transitional Rate Increment developed using 15% of the existing rate, per CC Docket Nos. 01-338 & 04-313 Order on Remand (released 2/4/05), effective 3/11/05

** Rate includes 15% increase authorized in CC Docket Nos. 01-338 & 04-313 Order on Remand (released 2/4/05), effective 3/11/05

*** Rate includes \$1.00 per Port increase authorized in CC Docket Nos. 01-338 & 04-313 Order on Remand (released 2/4/05), effective 3/11/05

[1] Rate not addressed in cost docket (estimated TELRIC)

[3] ICB, Individual Case Basis pricing.