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TC04-002

DOCKET NO. TC04-002

In the Matter of IN THE MATTER OF THE FILING FOR APPROVAL OF TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS SERVICES BETWEEN QWEST CORPORATION AND SPRINT COMMUNICATIONS COMPANY L.P.

Public Utilities Commission of the State of South Dakota

DATE		MEMORANDA
1/7	04	Filed and Docketed;
1/8	04	Feeley Filing;
2/25	04	Order Approving Agreement;
2/25	04	Docket Closed

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TC04-002

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January 6, 2004

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SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pam Bonrud, Executive Director
Public Utilities Commission of the State of South Dakota
500 East Capitol Avenue
Pierre, SD 57501

Re: Filing of Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services Between Qwest Corporation And Spring Communications Company, LP
Our File No. 2104.078

Dear Ms. Bonrud:

Pursuant to ARSD 20:10:32:21 enclosed for filing are an original and ten (10) copies of the Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunication Services Between Qwest Corporation ("Qwest") in the State of South Dakota And Sprint Communications Company, L.P. ("Sprint") for approval by the Commission. The Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to Sprint for the provision of local exchange services.

The Agreement does not discriminate against other telecommunications carriers, and the Agreement is consistent with the FCC's guidelines for negotiation and performance. Additionally, other telecommunications carriers have the option to adopt any negotiated or arbitrated agreement approved by the Commission.

The Agreement is consistent with the public interest as identified in the state statutes of South Dakota, the Commission's rules, the federal Telecommunications Act of 1996 and the rules of the Federal Communications Commission and all disputes arising in South Dakota will be resolved by South Dakota law. Expeditious approval of this Agreement will enable Sprint to enter the local exchange market and provide customers with increased choices among local exchange services.

Sprint has authorized Qwest to submit this Agreement on Sprint's behalf.

Sincerely yours,

BOYCE, GREENFIELD, PASHBY & WELK, L.L.P.

Tom Welk

Thomas J. Welk

TJW/vjj
Enclosures

cc: Ken Ross, Sprint (w/o enclosure)
Richard Morris, Sprint (w/o enclosure)
Ms. Colleen Sevold
Ms. Philynda Dillard (w/o enclosure)

LOCAL INTERCONNECTION AGREEMENT

Between Qwest Corporation

TC04-002

And

Sprint Communications Company L.P.
For the State of South Dakota

TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATION SERVICES

RECEIVED
JAN 07 2004
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

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Section 1.0 - GENERAL TERMS

1.1 This Agreement for Interconnection, Unbundled Network Elements, ancillary services, and resale of Telecommunications Services is filed by Qwest Corporation (Qwest), a Colorado Corporation with offices at 1801 California Street, Denver, Colorado 80202, pursuant to Section 252(f) of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder.

1.2 Reserved For Future Use.

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to Sprint network Interconnection, access to Unbundled Network Elements, ancillary services, and Telecommunications Services available for resale within the geographical areas in which Qwest is providing Local Exchange Service at that time in the State of South Dakota and for which Qwest is the incumbent Local Exchange Carrier for purposes of providing local Telecommunications Services. This Agreement is available for the term set forth herein.

1.4 Reserved For Future Use.

1.5 Reserved For Future Use.

1.6 Reserved For Future Use.

1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 Notwithstanding the above, if the Commission orders, or Qwest chooses to offer and Sprint desires to purchase, new Interconnection services, access to additional Unbundled Network Elements, additional ancillary services or Telecommunications Services available for resale which are not contained in the SGAT or a Tariff, Qwest will notify Sprint of the availability of these new services through the product notification process through the CMP. Sprint must first update or complete, as applicable, the relevant section(s) of the New Product Questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If Sprint is prepared to accept Qwest's terms and conditions for such new product, Sprint shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the terms and conditions available on Qwest's wholesale website, that Qwest has identified as pertaining to the new product. Sprint shall submit the Advice Adoption Letter to the Commission for its approval. Sprint shall also provide the Advice Adoption Letter to Qwest pursuant to the notice provisions in this Agreement and may begin ordering the new product pursuant to the terms of this Agreement as amended by such Advice Adoption Letter.

1.7.1.2 If Sprint wishes to negotiate an amendment with different terms and conditions than defined by Qwest for such new product, Sprint agrees to abide by those terms and conditions on an interim basis by executing the Interim

Advice Adoption Letter (the form of which is attached hereto as Exhibit M) based upon the terms and conditions available on Qwest's wholesale website that Qwest has identified as pertaining to the new product. The Interim Advice Adoption Letter will terminate when the final amendment is approved. The rates, and to the extent practicable, other terms and conditions contained in the final amendment will relate back to the date the Interim Advice Adoption Letter was executed. No new product offering or accompanying Interim Advice Adoption Letter will be construed to limit or add to any rates, terms or conditions existing in this Agreement.

1.8 Because the SGAT approved by the Commission is Qwest's standard contract offer, CLECs with a current interconnection agreement and CLECs desiring to enter into a new interconnection agreement, may opt into, through Section 252(i) of the Act, any provision of the SGAT by executing an appropriate amendment to its current interconnection agreement or following the procedure for adoption the SGAT in its entirety.

1.8.1 When opting into a provision contained in an existing Interconnection Agreement or the SGAT, Qwest may require Sprint to accept Legitimately Related provisions to ensure that the provision retains the context set forth in the SGAT or the underlying interconnection Agreement. The expiration date of the Interconnection Agreeement or SGAT from which the opted-into provision was selected or the term specified in the SGAT, respectively, whichever is closer to the adoption date, shall be considered Legitimately Related.

1.8.2 To opt into a provision of the SGAT or another Interconnection Agreement through Section 252(i), Sprint must provide Qwest with written notice of such intention specifying in detail the provisions of the SGAT or another Interconnection Agreement selected in the form of a proposed amendment to the Interconnection Agreement which has been signed by Sprint. Qwest shall make a form or sample amendment as well as the currently effective SGAT or another Interconnection Agreement, available in electronic form for use by Sprint to prepare the written notice. Once Qwest receives such written notice, it shall have a reasonable period of time to submit a formal written response either accepting the change and signing the amendment or identifying those additional provisions that Qwest believes are Legitimately Related and must also be included as part of the amendment. If Qwest identifies additional provisions that Qwest believes are Legitimately Related, Qwest shall specify the provisions in the proposed amendment, if any, to which the additional provisions are not Legitimately Related and which could be included in a revised proposed amendment that would be acceptable to Qwest. Under ordinary circumstances, a reasonable period of time shall be deemed to be fifteen (15) business days. In addition, Qwest shall provide to Sprint in writing an explanation of why Qwest considers the provisions Legitimately Related, including legal, technical, or other considerations. In extraordinary circumstances, where Sprint's requested modification is complex, Qwest shall have additional time to perform its review. When such extraordinary circumstances exist, Qwest will notify Sprint in writing within fifteen (15) business days from the notice and advise Sprint that additional time is necessary. In no event shall a reasonable period time be deemed to be greater than twenty (20) business days from the time of Sprint's notice.

1.8.2.1 Nothing in this SGAT or another Interconnection Agreement shall preclude Sprint from opting into specific provisions of an Interconnection

Agreement or of an entire Interconnection Agreement, solely because such provision or Interconnection Agreement itself resulted from an opting in by another CLEC that is a party to it.

Section 2.0 - INTERPRETATION AND CONSTRUCTION

2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, Tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the provisions of Section 2.2. In the event a change in a law, rule, regulation or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. Reasonable efforts will be used by both Parties to bring their existing network configurations into compliance with the latest release of technical references, technical publications, or publications of Telecommunications industry administrative or technical standards. Qwest will provide a notice to those CLECs included on the CMP email distribution list of all Tariff filings on the date filed, which contains a description of the filing including the section of the Tariff being amended or newly included, and a brief description of the subject matter of the Tariff as well as the effective date.

2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of April 1, 2003 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or Sprint concerning the interpretation or effect of the Existing Rules or an admission by Qwest or Sprint that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or Sprint from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by Sprint, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and

conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2, the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement, for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement, until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.2.1 In addition to, but not in limitation of, 2.2 above, nothing in this Agreement shall be deemed an admission by Qwest or Sprint concerning the interpretation or effect of the FCC's decision and rules adopted in *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, nor rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same (Decision(s)). Nothing in this Agreement shall preclude or estop Qwest or Sprint from taking any position in any forum concerning the proper interpretation or effect of Decisions or concerning whether the Decision should be changed, vacated, dismissed, stayed or modified.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between this Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or Sprint's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

Section 3.0 - Sprint INFORMATION

3.1 Except as otherwise required by law, Qwest will not provide or establish Interconnection, Unbundled Network Elements, ancillary services and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to Sprint's execution of this Agreement. The Parties shall jointly complete Qwest's applicable Customer Questionnaire, as it applies to Sprint's obtaining of Interconnection, Unbundled Network Elements, ancillary services, and/or resale of Telecommunications Services hereunder.

3.2 Prior to placing any orders for services under this Agreement, the Parties will jointly complete and update the following sections of Qwest's applicable Customer Questionnaire:

General Information

Billing and Collection (Section 1)

Credit Information

Billing Information

Summary Billing

OSS and Network Outage Notification Contact Information

System Administration Contact Information

Ordering Information for LIS Trunks, Collocation, and Associated Products (if Sprint plans to order these services)

Design Layout Request – LIS Trunking and Unbundled Loop (if Sprint plans to order these services)

3.2.1 The remainder of this questionnaire must be completed within two (2) weeks of completing the initial portion of the questionnaire. This questionnaire will be used to:

Determine geographical requirements;

Identify Sprint's identification codes;

Determine Qwest system requirements to support Sprint's specific activity;

Collect credit information;

Obtain Billing information;

Create summary bills;

Establish input and output requirements;

Create and distribute Qwest and Sprint contact lists; and

Identify Sprint hours and holidays.

3.2.2 Where Sprint has previously completed a Questionnaire, no new Customer Questionnaire is required; however, Sprint will update its Customer Questionnaire with any changes in the required information that have occurred and communicate those changes to Qwest. Before placing an order for a new product, Sprint will need to complete the relevant new product questionnaire and amend this Agreement, which may include an amendment pursuant to Section 1.7.1.

3.3 In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

3.4 Qwest agrees that in accordance with Section 272(c) of the Telecommunications Act ("Act"), it will not discriminate between itself or its affiliate and any other entity in the provision or procurement of goods, services, facilities, and information, or in the establishment of standards.

Section 4.0 – DEFINITIONS

This Section contains definitions for informational purposes only and are not to be construed as terms and conditions of this Agreement. In such instances where the definitions contained herein are inconsistent with the intent and meaning of the FCC's definitions, the FCC's definitions shall prevail. Terms not otherwise defined here, but defined in the Act and the orders and the rules implementing the Act, shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.

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

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

4.3 "Access Tandem Switch" is a Switch used to connect End Office Switches to interexchange Carrier Switches. Qwest's Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of local traffic.

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

4.5 "Advanced Intelligent Network" or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

4.6 "Advanced Services" refers to high speed, switched, broadband services delivered via wireline or wireless technologies. Advanced Services is Telecommunications capability that enables users to originate and receive high-quality, voice, data, graphics or video Telecommunications using any technology. (FCC 99-330, 2nd report and order, DC Docket no. 98-147, released November 9, 1999).

4.7 "Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent (10%).

4.8 "AMI T1" is a transmission system sometimes used on Loops to transmit DS1 signals (1.544 Mbps) using Alternate Mark Inversion (AMI) line code.

4.9 "Applicable Law" means all laws including statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the Commissions, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the Commission.

4.10 "Application Date" or "APP" means the date Sprint provides Qwest an application for service containing required information as set forth in this Agreement.

4.11 "ATIS" or "Alliance for Telecommunications Industry Solutions" is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein.

4.12 "Automated Message Accounting" or "AMA" is the structure inherent in Switch technology that initially records telecommunication message information. AMA format is contained in the AMA document, published by Telcordia Technologies, or its successors, as GR-1100-CORE which defines the industry standard for message recording.

4.13 "Automatic Location Identification" or "ALI" is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (E911).

4.14 "Automatic Location Identification/Database Management System" or "ALI/DBMS" is an Enhanced 911/(E911) database containing End User Customer location information (including name, service address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call and used by the PSAP for emergency call handling (i.e., dispatch of emergency aid).

4.15 "Automatic Location Identification Gateway" or "ALI Gateway" is a computer facility into which Sprint delivers Automatic Location Identification ("ALI") data for Sprint Customers. Access to the ALI Gateway will be via a dial-up modem using a common protocol.

4.16 "Automatic Number Identification" or "ANI" is the billing telephone number associated with the access line from which a call originates. ANI and Calling Party Number (CPN) usually are the same number.

4.17 "Automatic Route Selection" or "ARS" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into a circuit Switch routing table or system.

4.18 "Basic Exchange Telecommunications Service" means, unless otherwise defined in Commission rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance and operator services.

4.19 "Bill Date" means the date on which a billing period ends, as identified on the bill.

4.20 "Billing" involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.

4.21 "Binder Groups" means the sub-units of a cable, usually in groups of 25, 50 or 100 color-coded twisted pairs wrapped in colored tape within a cable.

4.22 "Bona Fide Request" or "BFR" is a written request for interconnection, access to unbundled network elements, or ancillary services not already available under this Agreement. See Section 17 for the BFR Process.

4.23 "Bridged Tap" means the unused sections of a twisted pair subtending the loop between the End User Customer and the Serving Wire Center or extending beyond the End User Customer's location.

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

4.25 "Calling Party Number" or "CPN" is a Common Channel Signaling (CCS) parameter which refers to the ten digit number transmitted through a network identifying the calling party. See Qwest Technical Publication 77342.

4.26 "Carrier" or "Common Carrier" See Telecommunications Carrier.

4.27 "Carrier Liaison Committee" or "CLC" is under the auspices of ATIS and is the executive oversight committee that provides direction as well as an appeals process to its subtending fora, the Network Interconnection Interoperability Forum (NIIF), the Ordering and Billing Forum (OBF), the Industry Numbering Committee (INC), and the Toll Fraud Prevention Committee (TFPC). On occasion, the CLC commissions ad hoc committees when issues do not have a logical home in one of the subtending forums. OBF and NIMC publish business process rules for their respective areas of concern.

4.28 "Central Office" means a building or a space within a building where transmission facilities or circuits are connected or switched.

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

4.29.1 "End Office Switches" which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and

4.29.2 "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other End Office Switches. CLEC switch(es) shall be considered Tandem Office Switch(es) to the extent such switch(es) serve(s) a comparable geographic area as Qwest's Tandem Office Switch.

4.30 "Centralized Automatic Message Accounting" or "CAMA" trunks are trunks using MF signaling protocol used to record Billing data.

4.31 "Centralized Message Distribution System" or "CMDS" means the operation system that Local Exchange Carriers use to exchange outcollect and IABS access messages among each other and other parties connected to CMDS.

4.32 "Centrex" shall have the meaning set forth in Section 6.2.2.9.

4.33 "Charge Number" is a Common Channel Signaling parameter, which refers to the number, transmitted through the network identifying the billing number of the calling party. Charge Number frequently is not the Calling Party Number (CPN).

4.34 "Collocation" is an arrangement where Qwest provides space in Qwest Premises for the placement of Sprint's equipment to be used for the purpose of Interconnection or access to Qwest Unbundled Network Elements.

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

4.36 "Commission" means the state regulatory agency with lawful jurisdiction over Telecommunications Services.

4.37 "Commercial Mobile Radio Service" or "CMRS" is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.

4.38 "Common Channel Signaling" or "CCS" means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 ("SS7") is currently the preferred CCS method.

4.39 "Communications Assistance for Law Enforcement Act" or "CALEA" refers to the duties and obligations of Carriers to assist law enforcement agencies by intercepting communications and records, and installing pen registers and trap and trace devices.

4.40 "Competitive Local Exchange Carrier" or "CLEC" refers to an entity authorized to provide Local Exchange Service that does not otherwise qualify as an Incumbent Local Exchange Carrier (ILEC).

4.41 "Confidential Information" shall have the meaning set forth in Section 5.16.

4.42 "Cross Connection" is a cabling scheme between cabling runs, subsystems, and equipment using patch cords or jumper wires that attach to connection hardware on each end.

4.43 "Custom Calling Features" comprise a group of features provided via a Central Office Switch without the need for special Customer Premises Equipment. Features include, but are not limited to, call waiting, 3-way calling, abbreviated dialing (speed calling), call forwarding, and series completing (busy or no answer).

4.44 "Custom Local Area Signaling Service" or "CLASS" is a set of call-management service features consisting of number translation services, such as call forwarding and caller identification, available within a Local Access and Transport Area ("LATA"). Features include,

but are not limited to, automatic callback, automatic recall, calling number delivery, Customer originated trace, distinctive ringing/call waiting, selective call forwarding and selective call rejection.

4.45 "Current Service Provider" means the Party from which an End User Customer is planning to switch its local exchange service or the Party from which an End User Customer is planning to port its telephone number(s).

4.46 "Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.

4.47 "Customer Premises Equipment" or "CPE" means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications (e.g., a telephone, PBX, modem pool, etc.).

4.48 "Customer Usage Data" means the Telecommunications Service usage data of a CLEC Customer, measured in minutes, sub-minute increments, message units or otherwise, that is recorded by Qwest AMA equipment and forwarded to CLEC.

4.49 "Dark Fiber" shall have the meaning set forth in Section 9.7.1.

4.50 "Day" means calendar days unless otherwise specified.

4.51 "Dedicated Transport" is a Qwest provided digital transmission path between locations designated by Sprint to which Sprint is granted exclusive use. Such locations may include, but not be limited to, Qwest Wire Centers, Qwest End Office Switches, and Qwest tandem Switches. The path may operate at DS-1 or higher transmission speeds. Dedicated Transport is also described in Section 9.

4.52 "Demarcation Point" means the point where Qwest owned or controlled facilities cease, and Sprint, End User Customer, premises owner or landlord ownership or control of facilities begin.

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

4.54 "Desired Due Date" means the desired service activation date as requested by Sprint on a service order.

4.55 "Dialing Parity" shall have the meaning set forth in Section 14.1.

4.56 "Digital Cross-Connect System" or "DCS" is a function which provides automated Cross Connection of Digital Signal Level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCS include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with Cross Connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCS specifically cited as 3/1 and 3/3. Types of DCS that cross-connect Synchronous Transport Signal level 1 (STS-1 s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCS, although not

denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

4.57 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

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

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

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

4.61 "Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of Sprint ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

4.62 "Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

4.62.1 "ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.

4.62.2 "HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.

4.62.3 "HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.

4.62.4 "IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

4.62.5 "RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

4.62.6 "SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 kbps to 2.048 Mbps on a single pair.

4.62.7 "VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

4.63 "Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

4.64 "Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

4.65 "Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

4.66 "Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

4.67 "Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

4.68 "DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

4.69 "Due Date" means the specific date on which the requested service is to be available to Sprint or to Sprint's End User Customer, as applicable.

4.70 "Enhanced Extended Loop" (EEL) is a service offered by Qwest that allows Sprint to extend loops from the End User Customer premise to a Sprint collocation in a different Wire Center. EEL consists of a combination of loop and interoffice facilities and may also include multiplexing or concentration capabilities. EEL transport and loop facilities may also utilize DS0, DS1, DS3 or OCN bandwidths.

4.71 "Effective Date" shall have the meaning set forth in Section 5.2.1.

4.72 "Electronic Bonding" is real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

4.73 "Electronic File Transfer" means any system or process that utilizes an electronic format and protocol to send or receive data files.

4.74 "Emergency Service Number" or "ESN" is a three to five digit number representing a unique combination of Emergency Response Agencies (law enforcement, fire and emergency medical service) designed to serve a specific range of addresses within a particular geographical area. The ESN facilitates Selective Routing and transfer, if required, to the appropriate PSAP and the dispatch of proper Emergency Response Agency(ies).

4.75 "End User Customer" means a third party retail Customer that subscribes to a Telecommunications Service provided by either of the Parties or by another Carrier or by two (2) or more Carriers.

4.76 "Enhanced Services" means any service offered over Common Carrier transmission facilities that employ computer processing applications that act on the format, content, code, protocol or similar aspects of a subscriber's transmitted information; that provide the subscriber with additional, different or restructured information; or involve End User Customer interaction with stored information.

4.77 "Enhanced 911" or "E911" shall have the meaning set forth in Section 10.3.1.

4.78 "Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions) or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.

4.79 "Exchange Access (IntraLATA Toll)" is traffic that originates and terminates within the same LATA but not within the same Local Calling Area. Exchange Access, as used in Section 7, is defined in accordance with Qwest's current IntraLATA toll serving areas, as determined by Qwest's state and interstate Tariffs and does not include Jointly Provided Switched Access. Exchange Access as used in the remainder of this Agreement shall have the meaning set forth in the Act.

4.80 "Exchange Message Interface" or "EMI" means the format used for exchange of Telecommunications message information among Telecommunications Carriers. It is referenced in the Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry guidelines for the exchange of message records.

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

4.82 "Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same Local Calling Area as determined by the Commission.

4.83 Reserved For Future Use.

4.83 Reserved For Future Use.

4.84 "FCC" means the Federal Communications Commission.

4.85 "Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed-upon location.

4.86 "Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

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

4.88 Reserved For Future Use.

4.89 Reserved For Future Use.

4.90 Reserved For Future Use.

4.91 "Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

4.92 "Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

4.93 "Integrated Digital Loop Carrier" means a subscriber Loop Carrier system, which integrates multiple voice channels within the Switch on a DS1 level signal.

4.94 "Integrated Services Digital Network" or "ISDN" refers to a digital circuit switched network service. Basic Rate ISDN (BRI) provides for channelized (2 bearer and 1 data) end-to-end digital connectivity for the transmission of voice or data on either or both bearer channels and packet data on the data channel. Primary Rate ISDN (PRI) provides for 23 bearer channels

and 1 data channel. For BRI, the bearer channels operate at 64 Kbps and the data channel at 16 Kbps. For PRI, all 24 channels operate at 64 Kbps or 1.5 Mbps.

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

4.96 "Interconnection Agreement" or "Agreement" is an agreement entered into between Qwest and Sprint for Interconnection, Unbundled Network Elements or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.

4.97 "Interexchange Carrier" or "IXC" means a Carrier that provides InterLATA or IntraLATA Toll services.

4.98 "InterLATA Traffic" describes Telecommunications between a point located in a Local Access and Transport Area ("LATA") and a point located outside such area.

4.99 "IntraLATA Toll Traffic" describes IntraLATA Traffic outside the Local Calling Area.

4.100 "Interoperability" means the ability of a Qwest OSS Function to process seamlessly (i.e., without any manual intervention) business transactions with Sprint's OSS application, and vice versa, by means of secure exchange of transaction data models that use data fields and usage rules that can be received and processed by the other Party to achieve the intended OSS Function and related response. (See also Electronic Bonding.)

4.101 "Legitimately Related" terms and conditions are those rates, terms, and conditions that relate solely to the individual interconnection, service or element being requested by Sprint under Section 252(i) of the Act, and not those that specifically relate to other interconnection, services or elements in the approved Interconnection Agreement. These rates, terms and conditions are those that, when taken together, are the necessary rates, terms and condtions for establishing the business relationship between the Parties to that particular interconnection, service or element. This definition is not intended to limit the FCC's interpretation of "legitimately related" as found in its rules, regulations or orders or the interpretation of a court of competent jurisdiction.

4.102 "LERG Reassignment" or "NXX Reassignment" means the reassignment of an entire NXX code shown in the LERG from one Carrier to another Carrier.

4.103 "Line Information Database" or "LIDB" shall have the meaning as set forth in Section 9.15.1.1.

4.104 "Line Side" refers to End Office Switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an End User Customer's telephone station set, a PBX, answering machine, facsimile machine or computer).

4.105 "Local Access Transport Area" or "LATA" is as defined in the Act.

4.106 "Local Calling Area" is a geographically defined area within which an End User Customer can originate and receive calls on a toll free basis, as established by the effective

tariffs of Qwest and may also include EAS/Local Traffic as defined by the Commission.

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

4.108 "Local Exchange Routing Guide" or "LERG" means a Telcordia Technologies Reference Document used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

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

4.110 "Local Interconnection Service" or "LIS" is the Qwest product name for its provision of Interconnection as described in Section 7 of this Agreement.

4.111 "Local Number Portability" or "LNP shall have the meaning set forth in Section 10.2.1.1.

4.112 "Loop" or "Unbundled Loop" shall have the meaning set forth in Section 9.2.1.

4.113 "Local Service Ordering Guide" or "LSOG" is a document developed by the OBF to establish industry-wide ordering and Billing processes for ordering local services.

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

4.115 "Loop Concentrator/Multiplexer" or "LCM" is the Network Element that does one or more of the following:

aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);

disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);

aggregates a specified number of signals or channels to fewer channels (concentrating);

performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); or

in some instances performs electrical to optical (E/O) conversion.

LCM includes DLC, and D4 channel banks and may be located in Remote Terminals or Central Offices.

4.116 "Location Routing Number" or "LRN" means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit

number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.

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

4.118 "Maintenance and Repair" involves the exchange of information between Carriers where one initiates a request for maintenance or repair of existing products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports in order to ensure proper operation and functionality of facilities.

4.119 "Maintenance of Service charge" is a charge that relates to trouble isolation. Maintenance of Service charges are set forth in Exhibit A. Basic Maintenance of Service charges apply when the Qwest technician performs work during standard business hours. Overtime Maintenance of Service charges apply when the Qwest technician performs work on a business day, but outside standard business hours, or on a Saturday. Premium Maintenance of Service charges apply when the Qwest technician performs work on either a Sunday or Qwest-recognized holiday.

4.120 "Master Street Address Guide" or "MSAG" is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated ESNs to enable proper routing of 911 calls.

4.121 "Meet Point" is a point of interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, at which one Carrier's responsibility for service begins and the other Carrier's responsibility ends.

4.122 "Meet-Point Billing" or "MPB" or "Jointly Provided Switched Access" refers to an arrangement whereby two (2) LECs (including a LEC and CLEC) jointly provide Switched Access Service to an Interexchange Carrier, with each LEC (or CLEC) receiving an appropriate share of the revenues from the IXC as defined by their effective access Tariffs.

4.123 Metropolitan Statistical Area ("MSA") is a geographic area that contains cities of 50,000 or more population, which include the surrounding counties.

4.123 "Mid-Span Meet" means an Interconnection between two (2) networks, designated by two (2) Telecommunications Carriers, whereby each provides its own cable and equipment up to the Meet Point of the cable facilities.

4.124 "Miscellaneous Charges" mean cost-based charges that Qwest may assess in addition to recurring and nonrecurring rates set forth in Exhibit A, for activities Sprint requests Qwest to perform, activities Sprint authorizes, or charges that are a result of Sprint's actions, such as cancellation charges, additional labor and maintenance. Miscellaneous Charges are not already included in Qwest's recurring or nonrecurring rates. Miscellaneous Charges are listed in Exhibit A.

4.125 "Multiple Exchange Carrier Access Billing" or "MECAB" refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the Billing of an access service provided by two or more LECs (including a LEC and a CLEC), or by one LEC in two or more states within a single LATA.

4.126 "Multiple Exchange Carrier Ordering and Design" or "MECOD" Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLEC). It is published by Telcordia Technologies as SRBDS 00983.

4.127 "N-1 Carrier" means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC's rules) to determine the LRN value for correctly routing a call to a ported number.

4.128 "National Emergency Number Association" or "NENA" is an association which fosters the technological advancement, availability and implementation of 911 Service nationwide through research, planning, training, certification, technical assistance and legislative representation.

4.129 "Near Real Time" means that Qwest's OSS electronically receives a transaction from Sprint, automatically processes that transaction, returns the response to that transaction to Sprint in an automatic event driven manner (without manual intervention) via the interface for the OSS Function in question. Except for the time it takes to send and receive the transaction between Qwest's and Sprint's OSS application, the processing time for Qwest's representatives should be the same as the processing time for Sprint's representatives. Current benchmarks using TCIF 98-006 averages between two and four seconds for the connection and an average transaction transmittal. The specific agreed metrics for "near-real-time" transaction processing will be contained in the Performance Indicator Definitions (PIDs), where applicable.

4.130 "Network Element" is a facility or equipment used in the provision of Telecommunications Service. It also includes features, functions, and capabilities that are provided by means of such facility or equipment, including subscriber numbers, databases, signaling systems, and information sufficient for Billing and collection or used in the transmission, routing, or other provision of a Telecommunications Service.

4.131 "Network Installation and Maintenance Committee" or "NIMC" is the ATIS/CLC sub-committee responsible for developing business process rules for Maintenance and Repair or trouble administration.

4.132 "Network Interface Device" or "NID" is a Network Element that includes any means of interconnection of on premises wiring to Qwest's Distribution plant, such as a cross connect device used for that purpose.

4.133 "New Service Provider" means the Party to which an End User Customer switches its local exchange service or the Party to which an End User Customer is porting its telephone number(s).

4.134 "911 Service" shall have the meaning set forth in Section 10.3.1.

4.135 "911/E911 Interconnection Trunk Groups" shall have the meaning set forth in Section 10.3.7.

4.136 "North American Numbering Council" or "NANC" means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.

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

4.138 "Number Portability Administration Center " or "NPAC" means one of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven, original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia and the U.S. territories in the North American Numbering Plan area.

4.139 "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B" and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two (2) general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" (SAC Code), is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.

4.140 "NXX," "NXX Code," "Central Office Code," or "CO Code" is the three digit Switch entity code which is defined by the D, E and F digits of a 10 digit telephone number within the NANP.

4.141 "Operational Support Systems" or "OSS" are those systems, databases, and personnel used to support those services for wholesale customers that formulate and place orders for unbundled network elements or resale services, provision services, maintain and repair network facilities, and provide billing.

4.142 "Ordering and Billing Forum" or "OBF" means the telecommunications industry forum, under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions, concerned with inter-company ordering and Billing.

4.143 "Originating Line Information" or "OLI" is an CCS SS7 Feature Group D signaling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

4.144 "P.01 Transmission Grade of Service" means a circuit switched trunk facility Provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.

4.145 "Packet Switch" is a router designed to read the destination address in an incoming cell or packet, consult a routing table and route the packet toward its destination. Packetizing is done in originating CPE and reassembly is done in terminating CPE. Multiple packet formats or protocols exist (e.g., x.25, x.75, frame relay, ATM, and IP).

4.146 "Parity" means the provision of non-discriminatory access to Interconnection, Resale, Unbundled Network Elements and other services provided under this Agreement to the extent legally required on rates, terms and conditions that are non-discriminatory, just and reasonable. Where Technically Feasible, the access provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself, its End User Customers, its Affiliates or to any other party. The quality of the element or access will be at parity with Qwest as set forth in CFR 51.311 (a).

4.147 "Party" means either Qwest or Sprint and "Parties" means Qwest and Sprint.

4.148 "Percent Local Usage" or "PLU" is a calculation which represents the ratio of the EAS/Local minutes to the sum of EAS/Local and intraLATA toll minutes sent between the Parties over Local Interconnection Trunks.

4.149 "Performance Indicator Definitions" or "PIDs" shall have the meaning set forth in Exhibit B.

4.150 "Person" is a general term meaning an individual or association, corporation, firm, joint-stock company, organization, partnership, trust or any other form or kind of entity.

4.151 "Plant Test Date" or "PTD" means the date acceptance testing is performed with Sprint.

4.152 "Physical Collocation" shall have the meaning set forth in Section 8.1.1.

4.153 "Pole Attachment" The term pole attachment means any attachment by Sprint to any pole owned or controlled by Qwest.

4.154 "Point of Interface", "Point of Interconnection," or "POI" is a demarcation between the networks of two (2) LECs (including a ILEC and CLEC). The POI is that point where the traffic to be exchanged exits one Party's network facilities and enters the other Party's network facilities.

4.155 "Point of Presence" or "POP" means the Point of Presence of an IXC whereby the IXC interconnection with the LEC's network takes place.

4.156 "Port" means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or Trunk Side facilities connected to the Central Office Switch. Each Line Side port is typically associated with one or more telephone numbers that serve as the Customer's network address.

4.157 "POTS" means plain old telephone service.

4.158 "Power Spectral Density (PSD) Masks" are graphical templates that define the limits on signal power densities across a range of frequencies to permit divergent technologies to coexist in close proximity within the same Binder Groups.

4.159 "Premises" refers to Qwest's Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by Qwest that house its network facilities; all structures that house Qwest facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by Qwest that is adjacent to these Central Offices, Wire Centers, buildings and structures.

4.160 "Product Catalog" or "PCAT" is a Qwest document that provides information needed to request services available under this Agreement. Qwest agrees that Sprint shall not be held to the requirements of the PCAT. The PCAT is available on Qwest's Web site:

http//www.qwest.com/wholesale/pcat/

4.161 "Project Coordinated Installation" allows Sprint to coordinate installation activity as prescribed in section 9.2.2.9.7, including out of hours coordination.

4.162 "Proof of Authorization" or "POA" shall consist of verification of the End User Customer's selection and authorization adequate to document the End User Customer's selection of its local service provider.

4.163 "Proprietary Information" shall have the same meaning as Confidential Information.

4.164 "Provisioning" involves the exchange of information between Telecommunications Carriers where one executes a request for a set of products and services or Unbundled Network Elements or combinations thereof from the other with attendant acknowledgments and status reports.

4.165 "Pseudo Automatic Number Identification" or "Pseudo-ANI" is a number, consisting of the same number of digits as ANI, that is not a NANP telephone directory number and may be used in place of an ANI to convey special meaning, determined by agreements, as necessary, between the system originating the call, intermediate systems handling and routing the call, and the destination system.

4.166 "Public Safety Answering Point" or "PSAP" is the public safety communications center where 911/E911 calls for a specific geographic area are answered.

4.167 "Public Switched Network" includes all Switches and transmission facilities, whether by wire or radio, provided by any Common Carrier including LECs, IXCs and CMRS providers that use the NANP in connection with the provision of switched services.

4.168 "Rate Center" identifies 1) the specific geographic point identified by specific vertical and horizontal (V&H) coordinates, which are used to measure distance sensitive End User Customer traffic to/from the particular NPA-NXX designations with the specific Rate Center; and 2) the corresponding geographic area which is associated with one or more

particular NPA-NXX codes which have been assigned to a LEC for its provision of Telephone Exchange Services.

4.169 "Ready for Service" or "RFS" – A Collocation job is considered to be Ready for Service when Qwest has completed all operational work in accordance with Sprint Application and makes functional space available to Sprint. Such work includes but is not necessarily limited to: DC power (fuses available, Battery Distribution Fuse Board (BDFB) is powered, and cables between Sprint and power are terminated), cage enclosures, primary AC outlet, cable racking, and circuit terminations (e.g., fiber jumpers are placed between the outside plant fiber distribution panel and the Central Office fiber distribution panel serving Sprint) and APOT/CFA are complete, telephone service, and other services and facilities ordered by Sprint for Provisioning by the RFS date.

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

4.171 "Remote Premises" means all Qwest Premises, other than Qwest Wire Centers or adjacent to Qwest Wire Centers. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

4.172 "Remote Terminal" or "RT" means a cabinet, vault or similar structure at an intermediate point between the End User Customer and Qwest's Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center using LCM. A Remote Terminal may contain active electronics such as digital Loop Carriers, fiber hubs, DSLAMs, etc.

4.173 "Reseller" is a category of CLECs who purchase the use of Finished Services for the purpose of reselling those Telecommunications Services to their End User Customers.

4.174 "Reserved Numbers" means those telephone numbers which are not in use but which are held in reserve by a Carrier under a legally enforceable written agreement for a specific End User Customer's future use.

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

4.176 "Selective Router" means the equipment necessary for Selective Routing.

4.177 "Selective Routing" is the automatic routing of 911/E911 calls to the PSAP that has jurisdictional responsibility for the service address of the caller, irrespective of telephone company exchange or Wire Center boundaries.

4.178 "Service Control Point" or "SCP" means a node in the CCS network to which information requests for service handling, such as routing, are directed and processed. The SCP is a real time database system that, based on a query from a Service Switching Point (SSP), performs subscriber or application-specific service logic and then sends instructions back to the SSP on how to continue call processing.

4.179 "Service Creation Environment" is a computer containing generic call processing software that can be programmed to create new Advanced Intelligent Network call processing services.

4.180 "Service Date" or "SD" means the date service is made available to the End User Customer. This also is referred to as the "Due Date."

4.181 "Service Provider Identification" or "SPID" is the number that identifies a service provider to the relevant NPAC. The SPID may be a state specific number.

4.182 "Serving Wire Center" denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.

4.183 "Shared Transport" shall have the meaning set forth in Section 9.8.1.1.

4.184 "Signaling System 7" or "SS7" is an out-of-band signaling protocol consisting of four basic sub-protocols:

1) Message Transfer Part ("MTP"), which provides functions for basic routing of signaling messages between signaling points;

2) Signaling Connection Control Part ("SCCP"), which provides additional routing and management functions for transfer of messages other than call setup between signaling points;

3) Integrated Services Digital Network User Part ("ISUP"), which provides for transfer of call setup signaling information between signaling points; and

4) Transaction Capabilities Application Part ("TCAP"), which provides for transfer of non-circuit related information between signaling points.

4.185 "Signaling Transfer Point" or "STP" means a Packet Switch that performs message routing functions and provides information for the routing of messages between signaling end points, including SSPs, SCPs, Signaling Points (SPs) and other STPs in order to set up calls and to query call-related databases. An STP transmits, receives and processes Common Channel Signaling ("CCS") messages.

4.186 "Special Request Process" or (SRP) shall have the meaning set forth in Exhibit F.

4.187 "Spectrum Compatibility" means the capability of two (2) Copper Loop transmission system technologies to coexist in the same cable without service degradation and to operate satisfactorily in the presence of cross talk noise from each other. Spectrum compatibility is defined on a per twisted pair basis for specific well-defined transmission systems. For the purposes of issues regarding Spectrum Compatibility, service degradation means the failure to meet the Bit Error Ratio (BER) and Signal-to-Noise Ratio (SNR) margin requirements defined for the specific transmission system for all Loop lengths, model Loops, or loss values within the requirements for the specific transmission system.

4.188 "Splitter" means a device used in conjunction with a DSLAM either to combine or separate the high (DSL) and low (voice) frequency spectrums of the Loop in order to provide both voice and data over a single Loop.

4.189 "Stand-Alone Test Environment" or ("SATE") shall have the meaning set forth in Section 12.2.9.3.2.

4.190 "Subloop" shall have the meaning set forth in Section 9.3.1.1.

4.191 "Suspended Lines" means subscriber lines that have been temporarily disconnected.

4.192 "Switch" means a switching device employed by a Carrier within the Public Switched Network. Switch includes but is not limited to End Office Switches, Tandem Switches, Access Tandem Switches, Remote Switching Modules, and Packet Switches. Switches may be employed as a combination of End Office/Tandem Switches.

4.193 "Switched Access Service" means the offering of transmission and switching services to Interexchange Carriers for the purpose of the origination or termination of telephone toll service. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 8XX access, and 900 access and their successors or similar Switched Access Services.

4.194 "Switched Access Traffic" as specifically defined in Qwest's interstate Switched Access Tariffs, is traffic that originates at one of the Party's End User Customers and terminates at an IXC Point of Presence, or originates at an IXC Point of Presence and terminates at one of the Party's End User Customers, whether or not the traffic transits the other Party's network.

4.195 "Synchronous Optical Network" or "SONET" is a TDM-based (time division multiplexing) standard for high-speed fiber optic transmission formulated by the Exchange Carriers Standards Association ("ECSA") for the American National Standards Institute ("ANSI").

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

4.197 "Technically Feasible" Interconnection, access to Unbundled Network Elements, Collocation, and other methods of achieving Interconnection or access to Unbundled Network Elements at a point in the network shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection, access, or methods. A determination of technical feasibility does not include consideration of economic, accounting, Billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the Commission by clear and convincing evidence that such Interconnection, access, or methods would result in specific and significant adverse network reliability impacts.

4.198 "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

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

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

4.200 "Telecommunications Equipment" means equipment, other than Customer Premises Equipment, used by a Carrier to provide Telecommunications Services, and include software integral to such equipment, including upgrades.

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

4.202 "Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.

4.203 "TELRIC" means Total Element Long-Run Incremental Cost.

4.204 "Toll Free Service" means service provided with any dialing sequence that invokes Toll Free, i.e., 800-like, service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

4.205 "Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events, e.g., pre-order inquiry and response are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

4.206 "Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

4.207 "Unbundled Network Element" is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access, or for which unbundled access is provided under this Agreement.

4.208 "Unbundled Network Element Platform" or "UNE-P" is a combination of Unbundled Network Elements, including, but not limited to, the NID, Loop, Local Switching, Shared Transport, access to Operator Services and Directory Assistance.

4.209 "UNE Combination" means a combination of two (2) or more Unbundled Network Elements that were or were not previously combined or connected in Qwest's network as required by the FCC, the Commission or this Agreement.

4.210 "Virtual Collocation" is a form of collocation by which Sprint provides the equipment for the collocation and remotely monitors and controls the equipment, but Qwest installs, configures, maintains, and repairs the equipment.

4.211 Reserved For Future Use.

4.212 "Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

4.213 "Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities Sprint or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that Sprint, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

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

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

4.216 "Work Locations" means any real estate that Sprint or Qwest, as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.

Section 5.0 - TERMS AND CONDITIONS

5.1 General Provisions

5.1.1 Each Party shall use reasonable efforts to comply with any implementation schedules that will be mutually agreed upon by the Parties from time to time.

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

5.1.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that interferes with other Persons in the use of their service, prevents other Persons from using their service, or otherwise impairs the quality of service to other Carriers or to either Party's End User Customers. In addition, neither Party's provision of or use of services shall interfere with the services related to or provided under this Agreement.

5.1.3.1 If such impairment is material and poses an immediate threat to the safety of either Party's employees, Customers or the public or poses an immediate threat of a service interruption, that Party shall provide immediate notice by fax or email to the other Party's designated representative(s) for the purposes of receiving such notification. Such notice shall include 1) identification of the impairment (including the basis for identifying the other Party's facilities as the cause of the impairment), 2) date and location of the impairment, and 3) the proposed remedy for such impairment for any affected service. Either Party may discontinue the specific service that violates this provision or refuse to provide the same type of service if it reasonably appears that the particular service would cause similar harm, until the violation of this provision has been corrected to the reasonable satisfaction of that Party and the service shall be reinstituted as soon as reasonably possible. The Parties shall work cooperatively and in good faith to resolve their differences. In the event either Party disputes any action that the other Party seeks to take or has taken pursuant to this provision, that Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.2 If the impairment is service impacting but does not meet the parameters set forth in section 5.1.3.1, such as low level noise or other interference, the other Party shall provide fax or e-mail notice within five (5) calendar Days of such impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If the impairment has not been corrected or cannot be corrected within five (5) business days of receipt of the notice of non-compliance, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.3 If either Party causes non-service impacting impairment the other Party shall provide fax or e-mail notice within fifteen (15) calendar Days of the impairment to the other Party and such notice shall include the information set forth in subsection 5.1.3.1. The Parties shall work cooperatively and in good faith to resolve their differences. If either Party fails to correct any such impairment within fifteen (15) calendar Days of written notice, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if the impairing Party fails to take all appropriate steps to correct as soon as reasonably possible, the other Party may pursue immediate resolution by expedited or other Dispute Resolution.

5.1.3.4 It is the responsibility of either Party to inform its End User Customers of service impacting impairment that may result in discontinuance of service as soon as the Party receives notice of same.

5.1.4 Each Party is solely responsible for the services it provides to its End User Customers and to other Telecommunications Carriers. This provision is not intended to limit the liability of either Party for its failure to perform under this Agreement.

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

5.1.6 Nothing in this Agreement shall prevent either Party from seeking to recover the costs and expenses, if any, it may incur in (a) complying with and implementing its obligations under this Agreement, the Act, and the rules, regulations and orders of the FCC and the Commission, and (b) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement. Notwithstanding the foregoing, Qwest shall not assess any charges against Sprint for services, facilities, Unbundled Network Elements, ancillary service and other related works or services covered by this Agreement, unless the charges are expressly provided for in this Agreement. All services and capabilities currently provided hereunder (including resold Telecommunications Services, Unbundled Network Elements, UNE combinations and ancillary services) and all new and additional services or Unbundled Network Elements to be provided hereunder, shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and orders of the Commission.

5.2 Term of Agreement

5.2.1 This Agreement shall be deemed effective upon Commission approval, pursuant to Section 252 of the Act ("the Effective Date"); however, the Parties agree to implement the provisions of this Agreement upon execution. This Agreement shall be binding upon the Parties for a term of three (3) years and shall expire on January 1, 2007.

5.2.2 Upon expiration of the term of this Agreement, this Agreement shall continue in force and effect until superseded by a successor agreement in accordance with this Section 5.2.2. Any Party may request negotiation of a successor agreement by written notice to the other Party no earlier than one hundred sixty (160) Days prior to the expiration of the term, or the Agreement shall renew on a month to month basis. The date of this notice will be the starting point for the negotiation window under Section 252 of the Act. This Agreement will terminate on the date a successor agreement is approved by the Commission.

5.2.2.1 Prior to the conclusion of the term specified above, Sprint may obtain Interconnection services under the terms and conditions of a then-existing SGAT or agreement to become effective at the conclusion of the term or prior to the conclusion of the term if Sprint so chooses.

5.3 Proof of Authorization

5.3.1 Each Party shall be responsible for obtaining and maintaining Proof of Authorization (POA), as required by applicable federal and state law, as amended from time to time. POA may be acquired in the following ways:

5.3.1.1 End user's written Letter of Authorization;

5.3.1.2 End user's electronic authorization including but not limited to the use of an 8XX number;

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

5.3.2 The Parties shall make POAs available to each other upon request in the event of an allegation of an unauthorized change in accordance with all Applicable Laws and rules and shall be subject to any penalties contained therein.

5.4 Payment

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

5.4.2 One Party may discontinue processing orders for the failure of the other Party to make full payment for the relevant service, less any disputed amount as provided for in Section 5.4.4 of this Agreement, for the relevant services provided under this Agreement within thirty (30) calendar Days following the payment due date. The Billing Party will notify the other Party in writing and the Commission on a confidential basis at least ten (10) business days prior to discontinuing the processing of orders for the relevant services. If the Billing Party does not refuse to accept additional orders for the relevant services on the date specified in the ten (10) business days notice, and the other Party's non-compliance continues, nothing contained herein shall preclude the Billing Party's right to refuse to accept additional orders for the relevant services from the non-complying Party without further notice. For order processing to resume, the billed Party will be required to make full payment of all charges for the relevant services not disputed in good faith under this Agreement. Additionally, the Billing Party may require a deposit (or additional deposit) from the billed Party, pursuant to this section. In addition to other remedies that may be available at law or equity, the billed Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.3 The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, of any undisputed amount as provided for in Section 5.4.4 of this Agreement. Any disconnection of the relevant services provided under this Agreement will occur no earlier than sixty (60) calendar Days following the payment due date. The billed Party will pay the applicable reconnect charge set forth in Exhibit A required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in writing and the Commission on a confidential basis at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business day notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect the relevant services of the non-complying Party without further notice. For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant service(s.) Additionally, the Billing Party will request a deposit (or recalculate the deposit) as specified in Section 5.4.5 and 5.4.7 from the billed Party, pursuant to

this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.

5.4.4 Should Sprint or Qwest dispute, in good faith, any portion of the nonrecurring charges or monthly Billing under this Agreement, the Parties will notify each other in writing within fifteen (15) calendar Days following the payment due date identifying the amount, reason and rationale of such dispute. At a minimum, Sprint and Qwest shall pay all undisputed amounts due. Both Sprint and Qwest agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested by the other Party, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.

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

5.4.4.2 If a Party pays the charges disputed at the time of payment or at any time thereafter pursuant to Section 5.4.4.3, and the dispute is resolved in favor of the disputing Party, the Billing Party shall, no later than the second Bill Date after the resolution of the dispute: (1) credit the disputing Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount, if the disputed amount is greater than the bill to be credited. The interest calculated on the disputed amounts will be the same rate as late payment charges. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

5.4.4.3 If a Party fails to dispute a charge and discovers an error on a bill it has paid after the period set forth in section 5.4.4, the Party may dispute the bill at a later time through an informal process, through an Audit pursuant to the Audit provision of this Agreement, through the Dispute Resolution provision of this Agreement, or applicable state statutes or Commission rules.

5.4.5 Each Party will determine the other Party's credit status based on previous payment history or credit reports such as Dun and Bradstreet. If a Party has not established satisfactory credit with the other Party, due to late payments of undisputed amounts and in accordance to the above provisions or the Party is repeatedly delinquent in making its payments, or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous nonpayment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received thirty (30) calendar Days or more after the payment due date, three (3) or more times during a twelve (12) month period. The deposit

may not exceed the estimated total monthly charges for an average two (2) month period for all current services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) calendar Days after demand.

5.4.6 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission regulations. Cash deposits and accrued interest will be credited to the billed Party's account or refunded, as appropriate, upon the earlier of the expiration of the term of the Agreement or the establishment of satisfactory credit with the Billing Party, which will generally be one full year of timely payments of undisputed amounts in full by the billed Party. Upon a material change in financial standing, the billed Party may request and the Billing Party will consider a recalculation of the deposit. The fact that a deposit has been made does not relieve Sprint from any requirements of this Agreement.

5.4.7 Pursuant to Section 5.4.5, the Billing Party may review the repeatedly delinquent Party's credit standing and modify the amount of deposit required.

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

5.4.9 Each Party shall be responsible for notifying its End User Customers of any pending disconnection of a non-paid service by the billed Party, if necessary, to allow those Customers to make other arrangements for such non-paid services.

5.5 Taxes

5.5.1 Any federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Until such time as a resale tax exemption certificate is provided, no exemptions will be applied. If either Party (the Contesting Party) contests the application of any tax collected by the other Party (the Collecting Party), the Collecting Party shall reasonably cooperate in good faith with the Contesting Party's challenge, provided that the Contesting Party pays any costs incurred by the Collecting Party. The Contesting Party is entitled to the benefit of any refund or recovery resulting from the contest, provided that the Contesting Party is liable for and has paid the tax contested.

5.6 Insurance

5.6.1 Each Party shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain the insurance coverage listed below with insurers having a "Best's" rating of not less than A-:VIII with respect to liability arising from operations for which legal responsibility has been assumed in this Agreement. If either Party or its parent company has

assets equal to or exceeding $10,000,000,000, that Party may utilize an Affiliate captive insurance company in lieu of a "Best's" rated insurer. To the extent that the parent company of a Party is relied upon to meet the $10,000,000,000 asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

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

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

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

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

5.6.1.5 "All Risk" Property coverage on a full replacement cost basis insuring all of Sprint personal property situated on or within the Premises.

5.6.2 Each Party will initially provide certificate(s) of insurance evidencing coverage, and thereafter will provide such certificate(s) upon request. Such certificates shall (1) name the other Party as an additional insured under commercial general liability coverage; (2) provide thirty (30) calendar Days prior written notice of cancellation of, material change or exclusions in the policy(s) to which certificate(s) relate; (3) indicate that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased by the other Party; and (4) acknowledge severability of interest/cross liability coverage.

5.6.3 Sprint and Qwest each waive any and all rights of recovery against the other, or against the officers, employees, agents, representatives of the other, or other tenants for loss or damage to such waiving Party arising from any cause covered by any property insurance required to be carried by such Party. Each Party shall give notice to insurance carrier(s) that the mutual waiver of subrogation is contained in this Agreement.

5.7 Force Majeure

5.7.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, power blackouts, volcanic action, other major environmental

disturbances, or unusually severe weather conditions (collectively, a Force Majeure Event). Inability to secure products or services of other Persons or transportation facilities or acts or omissions of transportation carriers shall be considered Force Majeure Events to the extent any delay or failure in performance caused by these circumstances is beyond the Party's control and without that Party's fault or negligence. The Party affected by a Force Majeure Event shall give prompt notice to the other Party, shall be excused from performance of its obligations hereunder on a Day to Day basis to the extent those obligations are prevented by the Force Majeure Event, and shall use reasonable efforts to remove or mitigate the Force Majeure Event. In the event of a labor dispute or strike the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

5.8 Limitation of Liability

5.8.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party for the service(s) or function(s) not performed or improperly performed. Each Party's liability to the other Party for any other losses shall be limited to the total amounts charged to Sprint under this Agreement during the contract year in which the cause accrues or arises. Payments pursuant to the Qwest Performance Assurance Plan ("QPAP" see Section 20) should not be counted against the limit provided for in this Section.

5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party whether in contract, warranty, strict liability, and tort. If the Parties enter into a Performance Assurance Plan under this Agreement, nothing in this Section 5.8.2 shall limit amounts due and owing under any Performance Assurance Plan.

5.8.3 Reserved For Future Use.

5.8.4 Nothing contained in Section 5.8 shall limit either Party's liability to the other for (i) willful or intentional misconduct or gross negligence or (ii) bodily injury, death or damage to real or tangible personal property proximately caused by such Party's negligent or intentional act(s) or omission(s) or that of their respective agents, subcontractors or employees.

5.8.5 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.

5.8.6 Reserved For Future Use.

5.9 Indemnity

5.9.1 The Parties agree that unless otherwise specifically set forth in this Agreement the following constitute the sole indemnification obligations between and among the Parties:

5.9.1.1 Each of the Parties agrees to release, indemnify, defend and hold harmless the other Party and each of its officers, directors, employees and agents (each an "Indemnitee") from and against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or

unknown, liquidated or unliquidated including, but not limited to, reasonable costs and expenses (including attorneys' fees), whether suffered, made, instituted, or asserted by any Person or entity, for invasion of privacy, bodily injury or death of any Person or Persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, resulting from the indemnifying Party's breach of or failure to perform under this Agreement, regardless of the form of action, whether in contract, warranty, strict liability, or tort including (without limitation) negligence of any kind.

5.9.1.2 In the case of claims or loss alleged or incurred by an End User Customer of either Party arising out of or in connection with services provided to the End User Customer by the Party, the Party whose End User Customer alleged or incurred such claims or loss (the Indemnifying Party) shall defend and indemnify the other Party and each of its officers, directors, employees and agents (collectively the Indemnified Party) against any and all such claims or loss by the Indemnifying Party's End User Customers regardless of whether the underlying service was provided or Unbundled Element was provisioned by the Indemnified Party, unless the loss was caused by the willful misconduct of the Indemnified Party. The obligation to indemnify with respect to claims of the Indemnifying Party's End User Customers shall not extend to any claims for physical bodily injury or death of any Person or persons, or for loss, damage to, or destruction of tangible property, whether or not owned by others, alleged to have resulted directly from the negligence or intentional conduct of the employees, contractors, agents, or other representatives of the Indemnified Party.

5.9.1.3 Reserved for Future Use.

5.9.1.4 For purposes of Section 5.9.1.2, where the Parties have agreed to provision line sharing using a POTS Splitter: "End User Customer" means the DSL provider's End User Customer for claims relating to DSL and the voice service provider's End User Customer for claims relating to voice service.

5.9.2 The indemnification provided herein shall be conditioned upon:

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

5.9.2.2 If the Indemnifying Party wishes to defend against such action, it shall give written notice to the Indemnified Party of acceptance of the defense of such action. In such event, the Indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the Indemnified Party may engage separate legal counsel only at its sole cost and expense. In the event that the Indemnifying Party does not accept the defense of the action, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate with the other Party in the defense of any such action and the relevant records of each Party shall be available to the other Party with respect to any such defense.

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

Indemnified Party. In the event the Indemnified Party withholds consent, the Indemnified Party may, at its cost, take over such defense, provided that, in such event, the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnified Party against any cost or liability in excess of such refused compromise or settlement.

5.10 Intellectual Property

5.10.1 Except for a license to use any facilities or equipment (including software) solely for the purposes of this Agreement or to receive any service solely (a) as provided in this Agreement or (b) as specifically required by the then-applicable federal and state rules and regulations relating to Interconnection and access to Telecommunications facilities and services, nothing contained within this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trade name, trade mark, service mark, trade secret, or other proprietary interest or intellectual property, now or hereafter owned, controlled or licensable by either Party. Nothing in this Agreement shall be construed as the grant to the other Party of any rights or licenses to trade or service marks.

5.10.2 Subject to Section 5.9.2, each Party (the Indemnifying Party) shall indemnify and hold the other Party (the Indemnified Party) harmless from and against any loss, cost, expense or liability arising out of a claim that the use of facilities of the Indemnifying Party or services provided by the Indemnifying Party provided or used pursuant to the terms of this Agreement misappropriates or otherwise violates the intellectual property rights of any third party. In addition to being subject to the provisions of Section 5.9.2, the obligation for indemnification recited in this paragraph shall not extend to infringement which results from (a) any combination of the facilities or services of the Indemnifying Party with facilities or services of any other Person (including the Indemnified Party but excluding the Indemnifying Party and any of its Affiliates), which combination is not made by or at the direction of the Indemnifying Party or (b) any modification made to the facilities or services of the Indemnifying Party by, on behalf of or at the request of the Indemnified Party and not required by the Indemnifying Party. In the event of any claim, the Indemnifying Party may, at its sole option (a) obtain the right for the Indemnified Party to continue to use the facility or service; or (b) replace or modify the facility or service to make such facility or service non-infringing. If the Indemnifying Party is not reasonably able to obtain the right for continued use or to replace or modify the facility or service as provided in the preceding sentence and either (a) the facility or service is held to be infringing by a court of competent jurisdiction or (b) the Indemnifying Party reasonably believes that the facility or service will be held to infringe, the Indemnifying Party shall notify the Indemnified Party and the parties shall negotiate in good faith regarding reasonable modifications to this Agreement necessary to (1) mitigate damage or comply with an injunction which may result from such infringement or (2) allow cessation of further infringement. The Indemnifying Party may request that the Indemnified Party take steps to mitigate damages resulting from the infringement or alleged infringement including, but not limited to, accepting modifications to the facilities or services, and such request shall not be unreasonably denied.

5.10.3 To the extent required under applicable federal and state law, Qwest shall use its best efforts to obtain, from its vendors who have licensed intellectual property rights to Qwest in connection with facilities and services provided hereunder, licenses under such intellectual property rights as necessary for Sprint to use such facilities and services as contemplated hereunder and at least in the same manner used by Qwest for the facilities and services provided hereunder. Qwest shall notify Sprint immediately in the event that Qwest believes it has used its best efforts to obtain such rights, but has been unsuccessful in obtaining such

rights.

5.10.3.1 Qwest covenants that it will not enter into any licensing agreements with respect to any Qwest facilities, equipment or services, including software, that contain provisions that would disqualify Sprint from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. Qwest warrants and further covenants that it has not and will not knowingly modify any existing license agreements for any network facilities, equipment or services, including software, in whole or in part for the purpose of disqualifying Sprint from using or interconnecting with such facilities, equipment or services, including software, pursuant to the terms of this Agreement. To the extent that providers of facilities, equipment, services or software in Qwest's network provide Qwest with indemnities covering intellectual property liabilities and those indemnities allow a flow-through of protection to third parties, Qwest shall flow those indemnity protections through to Sprint.

5.10.4 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.

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

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

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

5.10.6.2 Sprint's use of the Authorized Phrase does not cause End User Customers to believe that Sprint is Qwest.

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

5.10.6.4 Sprint shall provide all printed materials using the Authorized Phrase to Qwest for its prior written approval. Qwest must provide such approval or the reasons for rejection within 10 business days of such submission. Qwest's failure to respond shall be deemed approval.

5.10.6.5 If Qwest determines that Sprint's use of the Authorized Phrase causes End User Customer confusion, Qwest may immediately terminate Sprint's right to use the Authorized Phrase.

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

5.10.7 Qwest and Sprint each recognize that nothing contained in this Agreement is intended as an assignment or grant to the other of any right, title or interest in or to the trademarks or service marks of the other (the Marks) and that this Agreement does not confer any right or license to grant sublicenses or permission to third parties to use the Marks of the other and is not assignable. Neither Party will do anything inconsistent with the other's ownership of their respective Marks, and all rights, if any, that may be acquired by use of the Marks shall inure to the benefit of their respective Owners. The Parties shall comply with all Applicable Law governing Marks worldwide and neither Party will infringe the Marks of the other.

5.10.8 Upon request, for all intellectual property owned or controlled by a third party and licensed to Qwest associated with the Unbundled Network Elements provided by Qwest under this Agreement, either on the Effective Date or at any time during the term of the Agreement, Qwest shall within ten (10) business days, unless there are extraordinary circumstances in which case Qwest will negotiate an agreed upon date, then disclose to Sprint in writing (i) the name of the Party owning, controlling or licensing such intellectual property, (ii) the facilities or equipment associated with such intellectual property, (iii) the nature of the intellectual property, and (iv) the relevant agreements or licenses governing Qwest's use of the intellectual property. Except to the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to Sprint any relevant agreement or license within ten (10) business days of a request by Sprint, Qwest shall provide copies of any relevant agreements or licenses governing Qwest's use of the intellectual property to Sprint. To the extent Qwest is prohibited by confidentiality or other provisions of an agreement or license from disclosing to Sprint any relevant agreement or license, Qwest shall immediately, within ten (10) business days (i) disclose so much of it as is not prohibited, and (ii) exercise best efforts to cause the vendor, licensor or other beneficiary of the confidentiality provisions to agree to disclosure of the remaining portions under terms and conditions equivalent to those governing access by and disclosure to Qwest.

5.10.9 Nothing herein shall preclude either Party from referring to the other in comparative advertising, provided that such advertising is lawful under all applicable state and federal laws, including but not limited to the Lanham Act, as amended.

5.11 Warranties

5.11.1 **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY**

WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THAT ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS," WITH ALL FAULTS.

5.12 Assignment

5.12.1 Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control, without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

5.12.2 In the event that Qwest transfers to any unaffiliated party exchanges including End Users that Sprint serves in whole or in part through facilities or services provided by Qwest under this Agreement, the transferee shall be deemed a successor to Qwest's responsibilities hereunder for a period of ninety (90) Days from the completion of such a transfer or until such later time as the Commission may direct pursuant to the Commission's then-applicable statutory authority to impose such responsibilities either as a condition of the transfer or until such other State statutory authority as may give it such power. In the event of such a proposed transfer, Qwest shall use its best efforts to facilitate discussions between Sprint and the transferee with respect to the transferee's assumption of Qwest's obligations pursuant to the terms of this Agreement.

5.12.3 Nothing in this section is intended to restrict Sprint's rights to opt into Interconnection Agreements under § 252 of the Act.

5.13 Default

5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, the other Party may seek relief in accordance with the Dispute Resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

5.14 Disclaimer of Agency

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

5.15 Severability

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

5.16 Nondisclosure

5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by one Party to the other Party dealing with business or marketing plans End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory database, or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated and declared to the receiving Party at the time of delivery, or by written notice given to the receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the disclosing Party. A Party who receives Proprietary Information via an oral communication may request written confirmation that the material is Proprietary Information. A Party who delivers Proprietary Information via an oral communication may request written confirmation that the Party receiving the information understands that the material is Proprietary Information. Each Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification (via fax or e-mail), as soon as practicable, but no later than fifteen (15) Days upon discovering that the information was disclosed without proper legal protection . The receiving Party shall, from that time forward, treat such information as Proprietary Information.

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

5.16.3 Each Party shall keep all of the other Party's Proprietary Information confidential and will disclose it on a need to know basis only. Each Party shall use the other Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when either Party receives or obtains Proprietary Information from the other Party for purposes of providing any Telecommunications Services, that Party shall use such information only for such purpose, and shall not use such information for its own marketing efforts. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations shall subject a Party's employees to disciplinary action up to and including termination of employment. If either Party loses, or makes an unauthorized disclosure of, the other Party's Proprietary Information, it will notify such other Party immediately and use reasonable efforts to retrieve the information.

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

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

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

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

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

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

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

g) is required to be disclosed by the receiving Party pursuant to Applicable Law or regulation provided that the receiving Party shall give sufficient notice of the requirement to the disclosing Party to enable the disclosing Party to seek protective orders.

5.16.5 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected. In addition, either Party may be required to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the context of any proceeding arising under or relating in any way to this Agreement, or in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provisioning of InterLATA services by Qwest as may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.

5.16.6 Effective date of this Section. Notwithstanding any other provision of this Agreement, the Proprietary Information provisions of this Agreement shall apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, including Proprietary Information that may be furnished during negotiations or before the Effective Date of this Agreement.

5.16.7 Each Party agrees that the disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by the receiving Party or its representatives and that the disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or in equity.

5.16.8 Without in any way limiting either Party's obligations under Section 5.16.3, both Parties shall comply with applicable laws with regard to Customer Proprietary Network Information, including, but not limited to, 47 U.S.C. § 222.

5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential Information and the Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

5.16.9.1 The Parties may disclose, on a need to know basis only, Sprint individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to Sprint's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.

5.16.9.1.1 Qwest may provide the forecast information that Sprint has made available to Qwest under this Agreement upon request of the Commission or by agreement of the Parties, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that Qwest provides such notice to Sprint, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.17 Survival

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

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive, remedy for all disputes between

Qwest and Sprint arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or Sprint, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal dispute resolution proceedings, each Party shall within seven (7) calendar Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet, and negotiate, in good faith, to resolve the Dispute. The Parties intend that these negotiations be conducted by non-lawyer, business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall be exempt from discovery and production, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both of the Parties.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) calendar Days after the Resolution Request (or such longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) calendar Days after the date of the Resolution Request, then either Party may request that the Dispute be settled by arbitration. Notwithstanding the foregoing, a Party may request that the Dispute be settled by arbitration two (2) calendar Days after the Resolution Request pursuant to the terms of Section 5.18.3.1. In any case, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators, knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in Denver, Colorado and Overland Park, Kansas, on an alternating basis. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate.

5.18.3.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise

called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) calendar Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be whether there is a service affecting Dispute.

5.18.3.2 There shall be no discovery except for the exchange of documents deemed necessary by the Arbitrator to an understanding and determination of the Dispute. Qwest and Sprint shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or Sprint may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any Disputes between Qwest and Sprint, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.3 Arbitrator's Decision.

5.18.3.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but an enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided, however, that the Party seeking to disclose the information (Disclosing Party) shall first provide fifteen (15) calendar Days notice to the other Party so the other Party may seek a protective order from the arbitrator. Except as the Parties otherwise agree, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is proprietary, trade secret or Confidential Information, in which event the procedures for disclosure of such information shall apply.

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

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the Party should have reasonably known of the grounds for the dispute.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by state and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement was negotiated by the Parties in accordance with the terms of the Act and applicable state laws. This Agreement shall be interpreted solely in accordance with the terms of the Act, FCC rules and applicable state laws.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected work location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the Indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the Indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, Sprint will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such Sprint activities will be in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by Sprint or equipment placement activities that result in the generation of asbestos-containing material, Sprint does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify Sprint if Qwest undertakes any asbestos control or asbestos abatement activities that potentially could affect Sprint personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested, or by email where specified in this Agreement to Qwest and Sprint at the addresses shown below.

Qwest Corporation
Director Interconnection Compliance
1801 California, Room 2410
Denver, Colorado 80202

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 49th Floor
Denver, Colorado 80202

and to Sprint at the address shown below:
Sprint
6450 Sprint Parkway
Overland Park, Kansas 66251
Mailstop: 2A353
Attention: Ken Ross, Director Local Markets, Email ken.s.ross@mail.sprint.com
Phone _913-315-8528
Fax_913-315-0752

With copy to:
Richard Morris, Vice President, External Affairs - Local Markets
Sprint
6450 Sprint Parkway
Overland Park, Kansas 66251
Mailstop: KSOPHN0214

If personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations.

Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal, and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

5.23 No Third Party Beneficiaries

5.23.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other privilege.

5.24 Reserved for Future Use

5.24.1 Reserved for Future Use.

5.25 Publicity

5.25.1 Neither Party shall publish or use any publicity materials with respect to the execution and delivery or existence of this Agreement without the prior written approval of the other Party. Nothing in this section shall limit a Party's ability to issue public statements with respect to regulatory or judicial proceedings that are a matter of public record.

5.26 Executed in Counterparts

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

5.27 Compliance

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

5.28 Compliance with the Communications Assistance Law Enforcement Act of 1994

5.28.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such noncompliance and shall at the non-compliant Party's sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

5.29 Cooperation

5.29.1 The Parties agree that this Agreement involves the provision of Qwest services in ways such services were not previously available and the introduction of new processes and procedures to provide and bill such services. Accordingly, the Parties agree to work jointly and

cooperatively in testing and implementing processes for pre-ordering, ordering, maintenance, Provisioning and Billing and in reasonably resolving issues which result from such implementation on a timely basis. Electronic processes and procedures are addressed in Section 12 of this Agreement.

5.30 Amendments

5.30.1 The provisions of this Agreement, including the provisions of this sentence, may not be, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement 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.

Either Party may request an amendment to this Agreement at any time by providing to the other Party in writing information about the desired amendment and proposed language changes. If the Parties have not reached agreement on the requested amendment within sixty (60) calendar Days after receipt of the request, either Party may pursue resolution of the amendment through the Dispute Resolution provisions of this Agreement.

5.31 Entire Agreement

5.31.1 This Agreement (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement 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 this Agreement.

5.32 Reserved for Future Use

5.33 Reserved for Future Use

5.34 Headings of No Force or Effect

5.34.1 The headings of Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

5.35 Regulatory Approval

5.35.1 The Parties understand and agree that this Agreement will be filed with the Commission for approval. In the event the Commission rejects any portion of this Agreement, renders it inoperable or creates an ambiguity that requires further amendment, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification that meets with regulatory approval.

5.36 Most Favored Nations Treatment

5.36.1 The Parties agree to comply with Section 252(i) of the Act, and FCC and state rules promulgated hereunder.

5.37 Nonexclusive Remedies

5.37.1 The obligations of the Parties and the services offered under this Agreement are unique. Accordingly, in addition to any other available rights or remedies, either Party may sue in equity for specific performance.

Section 6.0 – RESALE

6.1 Description

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

6.1.2 While this Section 6.0 of this Agreement addresses the provision of certain Qwest services to Sprint for resale by Sprint, the Parties also acknowledge that Sprint is required to provide its Telecommunications Services to Qwest for resale by Qwest. Upon request by Qwest, Sprint shall make its Telecommunications Services available to Qwest for resale pursuant to the applicable provisions of the Telecommunications Act of 1996, the FCC's relevant orders and rules, and the Commission's relevant orders and rules.

6.1.3 Certain Qwest services are not available for resale under this Agreement, as noted in Section 6.2. The applicable discounts for services available for resale are identified in Exhibit A, attached hereto and incorporated into this Agreement by reference.

6.2 Terms and Conditions

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

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

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

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

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

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

Exchange Service line resold by Sprint whenever E911/911 service would be provided on the same line if provided by Qwest to a Qwest retail End User Customer.

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

6.2.2.6 Voice messaging service is available for resale at the retail rate with no discount. Enhanced services and information services other than voice messaging are not available for resale except xDSL services offered by Qwest at retail shall be offered to Sprint at a discount.

6.2.2.7 Qwest will make retail Contract Service Arrangements (CSA) available for resale at the wholesale discount rate specified in Exhibit A of this Agreement. All terms and conditions (except prices) in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply to resale of CSAs, including early termination liability. Nothing in this Agreement shall affect any obligation of any Qwest retail End User that early terminates a CSA, including payment of any early termination charges. Where Sprint seeks to continue serving an End User Customer presently served through a resold Qwest CSA, but wishes to provide such service through alternate resale arrangements, Qwest shall provide Sprint the same waivers of early termination liabilities as it makes to its own End User Customers in similar circumstances. In any case where it is required to offer such a waiver, Qwest shall be entitled to apply provisions that provide Qwest substantially the same assurances and benefits that remained to it under the resold agreement as of the time it is changed.

6.2.2.8 Grandfathered services are available for resale by Sprint to existing End User Customers of the grandfathered product or service.

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

6.2.2.9.1 Where a common block is applicable, a Centrex system is defined by a single common block or multiple common blocks for Sprint within a single Central Office switching system. A common block defines the dialing plan for intercom calling, access to the Public Switched Network and/or private facilities, station line and system restrictions and feature access arrangements and functionality. Sprint may purchase multiple common blocks within a single Central Office switching system when Sprint requires different dialing plans, feature access arrangements and station line or system restrictions within a single system operation. Sprint with multiple common blocks within the same Central Office Switch may have Network Access Registers ("NAR") and Private Facility trunk groups aggregated across multiple common blocks. Centrex system based optional features (i.e. Automatic Route Selection) may not be aggregated across multiple common blocks. A Centrex system must provide station lines to at least one (1) location and may provide station lines to multiple locations.

6.2.2.9.2 Centrex station lines are provisioned and charges are calculated based on serving Sprint 's location. A location is defined as the site where Qwest

facilities (cable plant from the serving Central Office Switch) meet Sprint facilities (inside wire). In a multi-tenant building, Qwest may bring facilities directly to a single Point of Interconnection with Sprint facilities, typically in a basement equipment room, which would be considered a single location for this multi-tenant building. Should Qwest bring service to multiple floors or offices within a multi-tenant building each floor or office with a separate Sprint facilities termination point is considered a location. Multiple buildings within contiguous property (campus) will be provisioned and billed as a single location. Contiguous property is defined as property owned or leased by a single CLEC and not separated by public thoroughfare, river or railroad rights-of-way. Property will be considered contiguous when connected via connecting passageways or conduit acceptable to Qwest for its facilities. CLEC with Centrex station lines from multiple Central Office switching systems, within the same Qwest Wire Center, and provisioned to the same location will not be charged for service or provisioned as if service was originating from a single Centrex system. For example, station lines may only be aggregated from a single Sprint Centrex system to a single Sprint serving location for rating purposes. Sprint may not specify a Central Office as a Sprint location for the termination of Centrex station lines.

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

6.2.2.11 Reserved for Future Use.

6.2.2.12 Telecommunications Services provided directly to Sprint for its own use and not resold to End User Customers must be identified by Sprint as such, and Sprint will pay Qwest retail prices for such services.

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

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

a) Qwest service credit to Sprint shall be subject to the wholesale discount.

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

c) Reserved For Future Use.

d) Reserved For Future Use.

e) In no case shall Qwest's credits to CLEC exceed the amount Qwest would pay a Qwest End User Customer under the service quality requirements, less any wholesale discount applicable to CLEC's resold services; and

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

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

a) Qwest fines and penalties paid to Sprint shall be subject to the wholesale discount.

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

c) Reserved For Future Use.

d) In no case shall Qwest's fines and penalties to Sprint exceed the amount Qwest would pay the Commission under the service quality plan.

e) In no case shall Qwest be required to provide duplicate reimbursement or payment for any service failure quality incident

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

6.2.5 Reserved for Future Use.

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

6.2.7 Qwest will accept at no charge one primary white pages directory listing for each main telephone number belonging to Sprint's End User Customer based on End User Customer information provided to Qwest by Sprint. Qwest will place Sprint's End User Customers' listings in Qwest's Directory Assistance Database and will include such listings in Qwest's Directory Assistance Service. Additional terms and conditions with respect to Directory Listings are described in the Ancillary Services Section and the Qwest Dex Section of this Agreement.

6.2.8 Qwest shall provide to Sprint, for Sprint's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of Sprint to provide accurate End User Customer information for

listings in any databases in which Qwest is required to retain and/or maintain such information. Qwest shall provide Sprint's End User Customer information to the Automatic Location Identification/Database Management System (ALI/DMS). Qwest shall use its standard process to update and maintain Sprint's End User Customer service information in the ALI/DMS used to support E911/911 services on the same schedule that it uses for its retail End User Customers. Qwest assumes no liability for the accuracy of information provided by Sprint.

6.2.9 If Qwest provides and Sprint accepts Qwest's Directory Assistance Service or operator services for Sprint's resold Local Exchange Service lines, such Directory Assistance and operator services may be provided with branding as provided in this Agreement in Sections 10.5 for Directory Assistance Service, and 10.7 for operator services.

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

6.2.11 When End User Customers switch from Qwest to Sprint, or to Sprint from any other Reseller and if they do not change their service address to an address served by a different Central Office, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

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

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

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

6.3 Rates and Charges

6.3.1 Wholesale discounts for resold Telecommunications Services offerings are provided in Exhibit A. The Telecommunications Services offerings available for resale but excluded from the wholesale pricing arrangement in the Agreement are available at the retail

Tariff, price list, catalog, or other retail Telecommunications Services offering rates. Telecommunications Services available for resale with or without a wholesale discount are subject to Commission-approved change, and any such changes shall apply from the effective date of such change on a going-forward basis only.

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

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

6.3.4 Sprint will pay to Qwest the Primary Interexchange Carrier (PIC) change charge without discount for Sprint End User Customer changes of Interexchange or IntraLATA Carriers. Any change in Sprint's End User Customers' Interexchange or IntraLATA Carrier must be requested by Sprint on behalf of its End User Customer, and Qwest will not accept changes to Sprint's End User Customers' Interexchange or IntraLATA Carrier(s) from anyone other than Sprint.

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

6.3.6 Miscellaneous Charges applicable to services ordered for resale by Sprint will apply if such Miscellaneous Charges apply for equivalent services ordered by Qwest retail End User Customers, except that Sprint will receive any applicable wholesale discount. Such Miscellaneous Charges include charges listed in the applicable Tariff.

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

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

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

6.3.10 Product-specific nonrecurring charges as set forth in Qwest's applicable Tariffs, catalogs, price lists, or other retail Telecommunications Services offerings will apply when new or additional resold services are ordered and installed at Sprint's request for use by Sprint's End User Customers. Such nonrecurring charges will be subject to the wholesale discount, if any, that applies to the underlying service being added or changed.

6.4 Ordering Process

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

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

6.4.3 Qwest will use the same performance standards and criteria for installation, Provisioning, maintenance, and repair of services provided to Sprint for resale under this Agreement as Qwest provides to itself, its Affiliates, its subsidiaries, other Resellers, and Qwest retail End User Customers. The installation, provisioning, maintenance, and repair processes for Sprint's resale service requests are detailed in the OSS Section of this Agreement, and are applicable whether Sprint's resale service requests are submitted via Operational Support System or by facsimile.

6.4.4 Sprint is responsible for providing to Qwest complete and accurate End User Customer listing information including initial and updated information for Directory Assistance Service, white pages directories, and E911/911 emergency services. The Ancillary Services Section of this Agreement contains complete terms and conditions for listings for Directory Assistance Service, white pages directories, and E911/911 emergency services.

6.4.5 If Qwest's retail End User Customer, or the End User Customer's new local service provider orders the discontinuance of the End User Customer's existing Qwest service in anticipation of End User Customer moving to a new local service provider, Qwest will render its closing bill to the End User Customer, discontinuing Billing as of the date of the discontinuance of Qwest's service to the End User Customer. If Sprint, as the current provider of resold service to an End User Customer, or if End User Customer's new local service provider, orders the discontinuance of existing resold service from Sprint, Qwest will bill Sprint for service through the date End User Customer receives resold service from Sprint. Qwest will notify Sprint by Operational Support System interface, facsimile, or by other agreed-upon processes when an End User Customer moves from Sprint to a different local service provider.

Qwest will not provide Sprint with the name of the other local service provider selected by the End User Customer.

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

6.4.7 Prior to placing orders on behalf of the End User Customer, Sprint shall be responsible for obtaining and having in its possession Proof of Authorization (POA), as set forth in the Proof of Authorization Section of this Agreement

6.4.8 Due date intervals for Sprint's resale service requests are established when service requests are received by Qwest through Operational Support Systems or by facsimile. Intervals provided to Sprint shall be equivalent to intervals provided by Qwest to itself, its Affiliates, its subsidiaries, other Resellers, and to Qwest's retail End User Customers.

6.5 Billing

6.5.1 Qwest shall bill Sprint and Sprint shall be responsible for all applicable charges for the resold services as provided herein. Sprint shall also be responsible for all Tariffed, cataloged, price listed, and other retail Telecommunications Services offerings charges and charges separately identified in this Agreement associated with services that Sprint resells to an End User Customer under this Agreement.

6.5.2 Qwest shall provide Sprint, on a monthly basis, within seven (7) to ten (10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format as detailed in the Section 12.2.5, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for Sprint review.

6.6 Maintenance and Repair

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

6.6.2 Maintenance and repair procedures are detailed in Section 12. Access to telephone numbers and Dialing Parity are discussed in Sections 13 and 14 respectively.

6.6.3 Sprint and Qwest will employ the procedures for handling misdirected repair calls as specified in Section 12.3.8 of this Agreement.

Section 7.0 - INTERCONNECTION

7.1 Interconnection Facility Options

7.1.1 This Section describes the Interconnection of Qwest's network and Sprint's network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7. "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic and exchange access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or Access Tandem Switches for the exchange of Exchange Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switched Access traffic. Qwest local tandem to Qwest access tandem and Qwest access tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust or when Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

7.1.1.1 Qwest will provide to Sprint, Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other Party to which it provides Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Qwest will provide Interconnection under rates, terms and conditions that are just, reasonable and non-discriminatory. In addition, Qwest shall comply with all state wholesale and retail service quality requirements.

7.1.2 Methods of Interconnection

7.1.2.1 The Parties will negotiate the facilities arrangement used to interconnect their respective networks. Sprint, at its option, shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA for the mutual exchange of traffic. Each Party will assume financial responsibility for bringing its traffic to the POI. Sprint has the right to choose the POI if Sprint chooses two-way trunking. In addition, either Party may choose the POI for its originating traffic when one-way trunking is used. Each Party will be responsible for engineering and maintaining its network on its side of the POI. The Parties shall establish, through negotiations, at least one of the following Interconnection arrangements: (1) a DS1 or DS3 Qwest provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; (4) Other Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) Process.

7.1.2.2 Qwest-provided Facility. Interconnection may be accomplished through the provision of a DS1 or DS3 entrance facility. An entrance facility extends from the Qwest Serving Wire Center to Sprint's Switch location or any Technically Feasible POI Sprint chooses. Entrance facilities may not extend beyond the area served by the Qwest Serving Wire Center. The rates for entrance facilities are provided in Exhibit A. Qwest's Private Line Transport service is available as an alternative to entrance facilities, when Sprint uses such Private Line Transport service for multiple services. Entrance facilities may be used for Interconnection with Unbundled Network Elements.

7.1.2.3 Collocation. Interconnection may be accomplished through the Collocation arrangements offered by Qwest. The terms and conditions under which Collocation will be available are described in Section 8 of this Agreement.

7.1.2.4 Mid-Span Meet POI. A Mid-Span Meet POI is a negotiated Point of Interface, limited to the Interconnection of facilities between one Party's Switch and the other Party's Switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. Sprint may use remaining capability in an existing Mid-Span Meet POI to gain access to unbundled network facilities; provided that Sprint shall be obliged to compensate Qwest under the terms and conditions applicable to UNEs for the portion of the facility so used. In determining such portion, the decision shall be based to the extent practicable, on the guideline that the portion so determined should correspond to the nature and extent of facilities that would be required to provide access to elements in the absence of a concurrent use for Interconnection. Qwest may seek appropriate relief from the Commission if it can demonstrate that this provision has been used to occasion the installation of new facilities that, while claimed necessary for Interconnection, were actually intended for UNE access. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way local/IntraLATA and Jointly Provided Switched Access Interconnection trunks, as well as miscellaneous trunks such as Mass Calling Trunks, OS/DA, 911 and including any dedicated DS1, DS3 transport trunk groups used to provision originating Sprint traffic.

7.1.2.4.1 The Mid-Span Fiber Meet architecture requires each Party to own its equipment on its side of the Point of Interconnection (POI). Sprint may designate Mid Span Fiber Meet as the target architecture, except in scenarios where it is not Technically Feasible or where the Parties disagree on midpoint location.

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

7.1.2.4.3 The Parties shall, wholly at their own expense, procure, install, and maintain the FOT(s) in each of their locations where the Parties establish a Fiber Meet with capacity sufficient to provision and maintain all trunk groups. The Parties shall mutually agree on the capacity of the FOT(s) to be utilized based on

equivalent DS1s and DS3s necessary for transport of forecasted local Interconnection trunking. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection.

7.1.2.5 Reserved For Future Use.

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

7.2 Exchange of Traffic

7.2.1 Description

7.2.1.1 This Section 7.2 addresses the exchange of traffic between Sprint's network and Qwest's network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Unless otherwise agreed to by the Parties, via an amendment to this Agreement, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

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

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

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

7.2.1.2.3 Jointly Provided Switched Access traffic is defined in Section 7.5.1. Jointly Provided Switched Access is associated with Meet Point Billing.

7.2.1.2.4 Transit traffic is any traffic that originates from one (1) Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access. Transit service is provided by Qwest, as a local and access tandem provider, to Sprint to enable the completion of calls originated by or terminated to another Telecommunications Carrier (such as another CLEC, an existing LEC, or a wireless carrier), which is connected to Qwest's local or access tandems. To the extent that Sprint's Switch qualifies as a local or Access Tandem Switch, as defined in this Agreement, Sprint may also provide transit service to Qwest.

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

a) Directory Assistance;

b) 911/E911;

c) Operator busy line interrupt and verify;

d) Toll free services;

e) ISP-bound traffic (billing requirements only).

7.2.2 Terms and Conditions

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

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

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

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

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

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

7.2.2.1.4 LIS ordered to a tandem will be provided as direct trunked transport between the Serving Wire Center of Sprint's POI and the tandem. Tandem transmission rates, as specified in Exhibit A of this Agreement, will apply to the transport provided from the tandem to Qwest's end office.

7.2.2.1.5 Qwest will provide Direct Trunked Transport LATA-wide where facilities are available. If Direct Trunked Transport is greater than fifty (50) miles in length, and existing facilities are not available in either Party's network, and the

Parties cannot agree as to which Party will provide the facility, the Parties will bring the matter before the Commission for resolution on an Individual Case Basis.

7.2.2.1.6 Regardless of the number of Location Routing Numbers (LRNs) used by Sprint in a LATA, Qwest will route traffic destined for Sprint Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Qwest tandem.

7.2.2.2 Exchange Access (IntraLATA Toll) Traffic

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

7.2.2.3 Transit Traffic

7.2.2.3.1 Qwest will accept traffic originated by Sprint for termination to another CLEC, existing LEC or wireless Carrier that is connected to Qwest's local and/or access tandems. Qwest will also terminate traffic from these other Telecommunications Carriers to Sprint. For purposes of the Agreement, transit traffic does not include traffic carried by Interexchange Carriers. That traffic is defined as Jointly Provided Switched Access.

7.2.2.3.2 To the extent Technically Feasible, the Parties involved in transporting transit traffic will deliver calls to each involved network with CCS/SS7 Protocol and the appropriate ISUP/TCAP messages to facilitate full Interoperability and Billing functions.

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

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

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

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

7.2.2.6 Switching Options

7.2.2.6.1 SS7 Out of Band Signaling. SS7 Out of Band Signaling is available for LIS trunks. SS7 Out of Band Signaling must be requested on the order for the new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section 9.6 or 9.13; (b) as defined in the Qwest FCC Tariff #1; or (c) from a third party signaling provider. Each of the Parties, Qwest and Sprint, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

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

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

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

7.2.2.8 Interconnection Trunk Forecasting

7.2.2.8.1 Both Sprint and Qwest shall work in good faith to define a mutually agreed upon forecast of trunking for Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll), Transit Traffic and Jointly Provided Switched Access traffic.

7.2.2.8.2 The Parties agree to provide non-binding trunk forecast information to each other twice a year. The semi-annual forecasts shall include:

7.2.2.8.2.1 Yearly forecasted quantities of trunks to the other network for two (current and plus 1) years where possible;

7.2.2.8.2.2 The use of Common Language Location Identifier, described in Telcordia documents 795-100-100 and 795-400-100 for the current year and;

7.2.2.8.2.3 A description of major network projects anticipated for the following year. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

7.2.2.8.3 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and Provisioning requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for trunking that impacts the Switch capacity and facilities of each Party. Qwest shall provide trunk group specific projections to Sprint on or before the date of the joint planning meeting.

7.2.2.8.3.1 The Parties agree that trunk forecasts are non-binding and are based on the information available to each respective Party at the time the forecasts are prepared. Unforecasted trunk demands, if any, by one Party will be accommodated by the other Party as soon as practicable based on facility availability. Switch capacity growth requiring the addition of new switching modules may require six (6) months to order and install.

7.2.2.8.4 In the event of a dispute regarding forecast quantities, the Parties shall attempt in good faith to resolve the matter informally. If the Parties fail to reach resolution, the Dispute Resolution Section of this Agreement shall apply, and until the Dispute Resolution process is completed, Qwest will make capacity available in accordance with the lower forecast.

7.2.2.8.4.1 If Qwest constructs non-reusable facilities in response to a Sprint forecast and request to build (anticipating greater demand than the lower forecast referenced in Section 7.2.2.8.4), and subsequent related orders are not issued by Sprint within 6 months of the completed construction Qwest may seek, through the Dispute Resolution process, non-punitive liquidated damages that do not exceed Qwest's actual construction costs. Non-reusable facilities are facilities that have no foreseeable use for any other product or service for the next three years. If the specific higher demand called for in Sprint's forecast is also found in the forecasts of other CLECs or Qwest, then if Qwest seeks recovery of its construction costs, it must seek recovery from all such Carriers.

7.2.2.8.5 Reserved For Future Use.

7.2.2.8.6 Reserved For Future Use.

7.2.2.8.7 At the request of either Party, a joint planning meeting will be held to bring clarity to each Party's forecast. No later than two (2) weeks prior to the joint planning meeting, the Parties shall exchange information to facilitate the

planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. Qwest shall provide Sprint a report reflecting then current spare capacity at each Qwest Switch that may impact the Interconnection traffic. Qwest shall also provide a report reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. Sprint will be provided trunk group data on its own trunks. Qwest shall also provide a report reflecting tandem-routed Interconnection trunking that has exceeded 512BHCCS. Such information is proprietary to each respective Party and is provided under non-disclosure and is to be used solely for Interconnection network planning.

7.2.2.8.8 Reserved for Future Use.

7.2.2.8.9 In addition to the above information, Qwest will provide the following information through the Local Exchange Routing Guide or the Interconnections (ICONN) Database. The LERG is available through Telcordia. ICONN is available through the Qwest Web site.

a) Qwest Tandems and Qwest end offices (LERG);

b) CLLI codes (LERG);

c) Business/Residence line counts (ICONN);

d) Switch type (LERG or ICONN); and

e) Current and planned Switch generics (ICONN).

Qwest will notify Sprint six (6) months prior to LERG amendment, the anticipation of a new local tandem Switch.

7.2.2.8.10 Qwest will provide Sprint information for specific technical capabilities (e.g., ISDN deployment, 64 CCC, etc.) on Qwest's web site, http://www.qwest.com/disclosures.

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

7.2.2.8.12 The following terms shall apply to the forecasting process:

7.2.2.8.12.1 Each Party's forecasts shall be provided to the other Party in the standard Trunk Forecast Form;

7.2.2.8.12.2 Any information provided by one Party to the other Party outside of the normal forecasting process to modify the forecast, and forecasting information disclosed by one Party to the other Party shall be deemed Confidential Information and the receiving Party shall not distribute, disclose or reveal, in any form, this material other than as

allowed and described in subsections 5.16.9.1 and 5.16.9.2.

7.2.2.8.13 If a trunk group is consistently utilized (trunks-required over trunks-in-service) at less than fifty percent (50%) of rated busy-hour capacity each month of any consecutive six (6) month period, Qwest will notify CLEC of Qwest's desire to resize the trunk group. Such notification shall include Qwest's information on current utilization levels. If CLEC does not submit an ASR to resize the trunk group within thirty (30) calendar Days of the written notification, Qwest may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Qwest shall not leave the trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.

7.2.2.8.14 Reserved For Future Use.

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

7.2.2.8.16 Interconnection facilities provided on a route that involves extraordinary circumstances may be subject to the Construction Charges, as detailed in Section 19 of this Agreement. When Qwest claims extraordinary circumstances exist, it must apply to the Commission for approval of such charges by showing that Sprint alone is the sole cause of such construction. Qwest shall initiate such proceeding within ten (10) Days of notifying Sprint in writing that it will not construct the requested facilities, or within ten (10) Days of notice from Sprint in writing that Qwest must either commence construction of the facilities or initiate such proceeding with the Commission. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its obligation of constructing such facilities during pendency of the proceeding before the Commission. If the Commission approves such charges, Qwest and Sprint will share costs in proportion to each Party's use of the overall capacity of the route involved. Qwest and Sprint may also choose to work in good faith to identify and locate alternative routes that can be used to accommodate Sprint forecasted build. Extraordinary circumstances include, but are not limited to, natural obstructions such as lakes, rivers, or steep terrain, and legal obstructions such as governmental, federal, Native American or private rights of way. The standard Qwest forecast period of six (6) months may not apply under these circumstances. Construction Charges shall not apply in the event that construction is an augment of an existing route.

7.2.2.9 Trunking Requirements

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

7.2.2.9.1.1 Qwest shall provide monthly reports to Sprint on all Interconnection trunk groups and quarterly reports on all interoffice trunk

groups carrying EAS/local traffic between Qwest Tandem Office Switches and Qwest End Office Switches. The reports will contain busy hour traffic data, including but not limited to, overflow and the number of trunks in each trunk group.

7.2.2.9.2 Reserved for Future Use.

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

a) Directory assistance trunks (where the Switch type requires separation from operator services trunks);

b) 911/E911 trunks;

c) Operator services trunks (where the Switch type requires separation from directory assistance trunks)

d) Mass calling trunks, if applicable.

7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, Exchange Access (IntraLATA toll carried solely by Local Exchange Carriers) and Jointly Provided Switched Access (InterLATA and IntraLATA toll involving a third-party IXC) may be combined in a single LIS trunk group or transmitted on separate LIS trunk groups. If traffic is combined, Section 7.3.9 of this Agreement applies.

7.2.2.9.3.2 Exchange Service (EAS/Local) traffic and Switched Access traffic including Jointly Provided Switched Access traffic, may be combined on the same trunk group. If combined, the originating Carrier shall provide to the terminating Carrier, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call record detail. Call detail or direct jurisdictionalization using Calling Party Number information may be exchanged in lieu of PLU if it is available.

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

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

a) The Parties will provision all trunking using SS7/CCS capabilities. Exceptions to this arrangement would be limited to operator services trunking, directory assistance trunking, 911 trunking and any others currently available in the Qwest network only on MF signaling. Qwest will not require a Bona Fide Request to accomplish Interconnection with a

Qwest Central Office Switch not currently equipped for SS7 and where MF signaling is used. When the SS7/CCS option becomes available in the Qwest network for said trunking, the Parties will provision new trunks using SS7. In addition, the Parties will jointly work to convert existing trunking to SS7, as appropriate.

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

7.2.2.9.6 Reserved for future use

7.2.2.9.7 To the extent Qwest is using a specific end office to deliver limited tandem switching functionality to itself, a wireless service provider, another CLEC, or another ILEC, it will arrange the same trunking for Sprint.

7.2.2.9.8 Alternate Traffic Routing. If Sprint has a LIS arrangement which provides two (2) paths to a Qwest end office (one (1) route via a tandem and one (1) direct route), Sprint may elect to utilize alternate traffic routing. Sprint traffic will be offered first to the direct trunk group (also referred to as the "primary high" route) and then overflow to the tandem group (also referred to as the "alternate final" route) for completion to Qwest end offices.

7.2.2.9.9 Host-Remote. When a Qwest Wire Center is served by a remote End Office Switch, Sprint may deliver traffic to the host Central Office or to the tandem. Sprint may deliver traffic directly to the remote End Office Switch only to the extent Qwest has arranged similar trunking for itself or others. For remote switches that currently lack direct trunking capability, Qwest will accept Bona Fide Requests for Trunk Side access.

7.2.2.10 Testing

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

7.2.2.10.2 Testing Capabilities

7.2.2.10.2.1 LIS Acceptance Testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108 type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.

7.2.2.10.2.2 In addition to LIS acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled

testing, and non-scheduled testing) at the applicable Qwest Tariff rates. Testing fees will be paid by Sprint when requesting this type of testing.

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

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

7.3 Reciprocal Compensation

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

7.3.1.1 Entrance Facilities

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

7.3.1.1.2 If Sprint uses an existing facility purchased as Private Line Transport Service from the Qwest FCC Access Tariff, the rates from the FCC Tariff will apply.

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

7.3.1.1.3.1 The provider of the LIS two-way entrance facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one (1) quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of

a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one (1) quarter. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature.

7.3.1.2 Collocation

7.3.1.2.1 See Section 8.

7.3.2 Direct Trunked Transport

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

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

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

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

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

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

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

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

7.3.3 Trunk Nonrecurring charges

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

7.3.3.2 Nonrecurring charges for rearrangement may be assessed by the provider for each LIS trunk rearrangement ordered, at one-half (1/2) the rates specified in Exhibit A.

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the parties historically has been roughly balanced, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party.

7.3.4.1.2 Reserved For Future Use.

7.3.4.1.3 Reserved for Future Use.

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

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or Sprint tandem Switch (as defined in this Agreement), the Parties agree that, based upon the fact that the traffic exchanged between the parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate.

7.3.4.2.2 Reserved For Future Use.

7.3.4.2.3 Reserved For Future Use.

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

7.3.4.2.4.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill LNP query charges, Qwest and Sprint are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.4.3 Reserved For Future Use.

7.3.4.4 Reserved For Future Use.

7.3.5 Miscellaneous Charges

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

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

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

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic.

7.3.7 Transit Traffic

The following rates will apply:

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

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

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

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

7.3.9 To the extent a Party combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, the originating Party, at the terminating party's request will declare quarterly PLU(s). Such PLU's will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. The terminating Party should apportion per minute of use (MOU) charges appropriately.

7.4 Ordering

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

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

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

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

7.4.5 Reserved For Future Use.

7.4.6 Service intervals and Due Dates for initial establishment of trunking arrangements at each new Switch location of Interconnection between the Parties will be determined on an Individual Case Basis.

7.4.7 Qwest will establish intervals for the provision of LIS trunks that conform to the performance objectives set forth in Exhibit B, attached hereto and incorporated into this Agreement by reference. Qwest will provide notice to Sprint of any changes to the LIS trunk intervals consistent with the Change Management Process applicable to the PCAT. Operational processes within Qwest work centers are discussed as part of the Change Management Process (CMP). Qwest agrees that Sprint shall not be held to the requirements of the PCAT.

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

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

b) Reserved for Future Use; and

c) Billing for the service will commence.

In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar Day beyond the Service Date.

7.5 Jointly Provided Switched Access Services

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

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

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

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

7.6 Transit Records

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

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

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

7.6.4 As switching and measurement technologies evolve, the Parties agree to meet and discuss the excange of alternative auditable records.

7.7 Local Interconnection Data Exchange for Billing

7.7.1 There are certain types of calls or types of Interconnection that require exchange of Billing records between the Parties, including, for example, alternate billed and toll free service calls. The Parties agree that all call types must be routed between the networks, accounted for, and settled among the Parties. Certain calls will be handled via the Parties' respective operator service platforms. The Parties agree to

utilize, where possible and appropriate, existing accounting and settlement systems to bill, exchange records and settle revenue.

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

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

7.7.4 Non-ICS revenue is defined as IntraLATA collect calls, calling card calls, and billed to third number calls which originate on one (1) service provider's network and are billed by another service provider located within the same Qwest geographic specific region. The Parties agree to negotiate and execute an agreement for settlement of non-ICS revenue. This separate arrangement is necessary since existing CATS processes do not permit the use of CATS for non-ICS revenue. The Parties agree that current message distribution processes, including the CMDS system or Qwest in-region facilities, can be used to transport the call records for this traffic.

7.7.5 Both Parties will provide the appropriate call records to the IntraLATA toll free service provider, thus permitting the service provider to bill its End User Customers for the inbound toll free service. No adjustments to bills via tapes, disks or NDM will be made without the mutual agreement of the Parties.

7.8 Single Point of Presence (SPOP)

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows Sprint to establish one physical point of presence in the LATA in Qwest's territory. Qwest and Sprint may then exchange traffic at the SPOP utilizing trunking as described following.

7.8.1 By utilizing SPOP in the LATA, Sprint can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. Sprint can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as Sprint's physical point of presence.

7.8.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.

7.8.3 Where there is a Qwest local tandem serving an end office that Sprint intends to terminate traffic, the following conditions apply:

7.8.3.1 Sprint may interconnect for the exchange of local/EAS traffic at either the Qwest access tandem or the Qwest local tandem, at Sprint's option. When Sprint is interconnected at the Qwest access tandem or the Qwest local tandem and where there would be a DS1's worth of local traffic (512 CCS so long

as not 512 busy hour CCS) between Sprint's switch and a Qwest end office subtending the Qwest tandem, Sprint will order a direct trunk group to that Qwest end office.

7.8.3.1:1 Qwest will allow interconnection for the exchange of local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem.

7.8.3.1.2 When Sprint has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than one DS1s (512 CCS) worth of traffic, Sprint may choose to use the access tandem for local traffic in the circumstances described above in 7.8.1. Sprint will be required to submit an electronic letter on Sprint letterhead to Qwest specifically stating to which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and the Sprint specific NPA-NXXs for the local tandems. In addition, Sprint will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.

7.8.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

7.8.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

7.8.4 Where there is no Qwest local tandem serving a Qwest end office, Sprint may choose from one of the following options:

7.8.4.1 A two-way Sprint LIS trunk group to the Qwest access tandem for Sprint traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

7.8.4.2 A two-way Sprint LIS trunk group to the Qwest access tandem for Sprint Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

7.8.4.2.1 If Sprint uses two way trunking, Qwest will send all Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic delivered to the Qwest access tandem on the same combined trunk.

7.8.4.3 A one-way terminating Sprint LIS trunk group to the Qwest

access tandem for Sprint traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.

7.8.4.4 Sprint may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.

7.8.4.4.1 If Sprint orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.

7.8.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, Qwest, at Sprint's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. Sprint should apportion per minute of use (MOU) charges appropriately.

7.8.5 Qwest assumes Sprint will be originating traffic destined for End User Customers served by each Qwest access tandem in the LATA, therefore, Sprint must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, Sprint must order LIS trunking to each Qwest access tandem that serves its end-user customers' traffic to avoid call blocking. Alternatively, should Sprint accept the conditions as outlined in the SPOP Waiver (Exhibit 1), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. Sprint needs trunking to each local tandem where they have a customer base if not utilizing the option of interconnecting at the access tandem for local as described in 7.8.1. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

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

7.8.7 Sprint will provide notification to all Co-Providers in the local calling areas of Sprint's change in routing when Sprint chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.

7.8.8 Ordering

7.8.8.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection

and Resale Resource Guide for further ordering information.

7.8.8.2 Sprint will issue ASRs denoting change activity for existing trunk groups converting to SPOP trunk groups in the same LATA.

7.8.8.3 SPOP elements such as EF, DTT, EICT and multiplexing will be built in accordance with Exhibit A.

7.8.9 Sprint must have SS7 functionality to use SPOP in the LATA.

Section 8.0 – COLLOCATION

8.1 Description

8.1.1 Collocation allows for the placing of equipment by Sprint at Qwest's Premises, where Technically Feasible, that is necessary for accessing Unbundled Network Elements (UNEs), ancillary services or Interconnection. Collocation includes the leasing to Sprint of physical space in Qwest Premises, as well as the resources necessary for the operation and economical use of collocated equipment, such as the use by Sprint of power; heating, ventilation and air conditioning (HVAC); and cabling in Qwest's Premises. Collocation also allows Sprint to access Interconnection Distribution Frames (ICDF) for the purpose of accessing and combining Unbundled Network Elements and accessing ancillary services. There are currently eight (8) standard types of Collocation available pursuant to this Agreement – Virtual, Caged Physical, Shared Caged Physical, Cageless Physical, Interconnection Distribution Frame, Adjacent Collocation, Common Area Splitter Collocation, and Remote Collocation. Other types of Collocation may be requested through the BFR process. In addition, where Qwest may offer a new form of Collocation, Sprint may order that form as soon as it becomes available and under the terms and conditions pursuant to which Qwest offers it. The terms and conditions of any such offering by Qwest shall conform as nearly as circumstances allow to the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as limiting the ability to retroactively apply any changes to such terms and conditions as may be negotiated by the Parties or ordered by the state Commission or any other competent authority.

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

8.1.1.2 Caged Physical Collocation -- allows Sprint to lease caged floor space for placement of its equipment within Qwest's Premises for the purpose of interconnecting with Qwest Finished Services or accessing Unbundled Elements. Sprint is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within the cage.

8.1.1.3 Cageless Physical Collocation -- is a non-caged area within a Qwest Premises. In Wire Centers, space will be made available in single frame bay increments. In Wire Centers, the current minimum square footage is nine (9) square feet per bay, however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly. Space will be provided utilizing industry standard equipment bay configurations in which Sprint can place and maintain its own equipment. Sprint is responsible for the procurement, installation and on-going maintenance of its equipment as well as the Cross Connections required within Sprint's leased Collocation space. Sprint may elect to share its Cageless Collocation space (e.g. sublease a shelf to another CLEC), however, the CLEC of record is solely responsible for ordering, Provisioning, repairing, maintaining, and Billing for equipment, cross-connects, and services in its Collocation space.

8.1.1.4 Shared Caged Physical Collocation -- allows two (2) or more CLECs to share or sublease a single Collocation enclosure. Under Shared Physical Collocation, one (1) CLEC obtains a Caged Physical Collocation arrangement from Qwest pursuant to this Agreement or an approved Interconnection agreement, and another CLEC,

pursuant to the terms of its Agreement or approved Interconnection agreement, may share use of that space, in accordance to terms and conditions of a sublease agreement between the two (2) CLECs. Shared Collocation may also be established through joint Application by CLECs in which Qwest will have a separate Billing relationship with each applicant and will look to each collocating CLEC for payment of its proportionate share of the charges relating to the Collocation space. Qwest will prorate the charge for site conditioning and preparation undertaken by Qwest to construct the Shared Collocation cage or condition the space for Collocation use, regardless of how many Carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating CLEC (and billed directly to each such CLEC) based on the percentage of the total space utilized by that CLEC as per the Collocation Application. Qwest shall not place unreasonable restrictions on Sprint's use of a Collocation cage, such as limiting Sprint's ability to contract with other CLECs to share Sprint's Collocation cage in a sublease-type arrangement. In addition, if two (2) or more CLECs who have Interconnection agreements with Qwest utilize a Shared Collocation arrangement, Qwest shall permit each CLEC to order UNEs to and provision service from that Shared Collocation space, regardless of which CLEC was the original collocator, directly from Qwest. Qwest shall make Shared Collocation space available in single-bay increments or their equivalent.

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

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

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

8.1.1.7 Common Area Splitter Collocation – See Section 9.4 for a description.

8.1.1.8 Remote Collocation – allows Sprint to collocate equipment in or adjacent to a Qwest Remote Premises. The terms for Remote Collocation are set forth more fully in Section 8.2.7 and 8.4.6.

8.1.1.8.1 With respect to Cross Connections for access to Subloop elements in multi-tenant environments (MTE) and field connection points (FCP), the provisions concerning Subloop access and intervals are contained in Section 9.3. This type of access and Cross Connection is not Collocation.

8.2 Terms and Conditions

8.2.1 Terms and Conditions - All Collocation

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

8.2.1.2 Collocation of Switching Equipment. Sprint may collocate any equipment that is necessary for Interconnection or access to Unbundled Network Elements.

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

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

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

8.2.1.2.4 Except as provided for in Sections 8.2.1.2.1 through 8.2.1.2.3 above, Sprint may not collocate equipment that is not necessary for Interconnection or access to Unbundled Network Elements.

8.2.1.3 Sprint must identify what transmission and Cross Connection equipment will be installed and the vendor technical specifications of such equipment so that Qwest

may verify the appropriate power, floor loading, heat release, environmental particulate level, HVAC, and tie cables to Sprint-provided Cross Connection device.

8.2.1.4 Demarcation Points for Unbundled Network Elements (UNEs) and ancillary services: The Demarcation Point for Unbundled Network Elements and ancillary services is that physical point where Qwest shall terminate its Unbundled Network Elements and ancillary services for access by Sprint. There are two (2) standard Demarcation Points where Unbundled Network Elements and ancillary services may be delivered to Sprint. Sprint shall specify its choice of standard Demarcation Points for its access to UNEs and ancillary services. One available Demarcation Point is at Sprint-provided Cross Connection equipment in Sprint's Physical or Virtual Collocation space. Alternatively, the Demarcation Point can be at an Interconnection Distribution Frame (ICDF) or may be established at a location jointly agreed to by Sprint and Qwest. To the extent Sprint selects a Demarcation Point outside of its collocated space, Sprint shall provide and Qwest shall install the tie cables from Sprint's collocated equipment to the Demarcation Point. Alternatively, Qwest shall provide and install these tie cables, at Sprint's expense.

8.2.1.5 Qwest will provide a connection between Unbundled Network Elements and ancillary services and a Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). The Demarcation Point shall be:

a) at Sprint-provided Cross Connection equipment located in Sprint's Virtual or Physical Collocation space; or

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

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

d) at a direct connection point of termination as described in Section 8.3.1.11.2; or

e) at another Demarcation Point mutually-agreed to by the Parties.

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

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

8.2.1.8 All equipment shall meet and be installed in accordance with Network Equipment Building System (NEBS) Level 1 safety standards. Qwest shall provide standard Premises alarming pursuant to Qwest's current version of Technical Publication 77385. Qwest shall not impose safety or engineering requirements on Sprint that are

more stringent than the safety or engineering requirements Qwest imposes on its own equipment located on its Premises.

8.2.1.8.1 If Qwest denies Sprint's collocation of equipment citing safety standards, Qwest must provide to Sprint, within five (5) business days of the denial, a list that includes all the equipment in question, together with an affidavit attesting that Qwest meets or exceeds the safety standard for which Qwest contends Sprint's collocation equipment fails to meet. This affadavit must set forth in detail, the following information: the exact safety requirement that Sprint's equipment does not satisfy, Qwest's basis for concluding that Sprint's equipment does not meet this safety requirement, and Qwest's basis for concluding why the collocation of equipment not meeting this safety requirement would compromise network safety.

8.2.1.9 Space Availability Report -- Upon request by Sprint, Qwest will submit a report to Sprint for each requested Premises within ten (10) Calendar Days, that includes:

a) available Collocation space in a particular Qwest Premises;

b) number of collocators;

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

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

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

f) Number of CLECs in queue at the Premises, if any; and

g) Whether the Wire Center is equipped with DS3 capability.

h) The number and description of Qwest and its Affiliates and CLEC reservations of space.

8.2.1.9.1 A Space Availability Report Charge in Exhibit A will apply to each Space Availability Report requested by Sprint and shall apply on per Premises basis.

8.2.1.9.2 Inventory Report – Remote Premises. The locations of the Remote Premises (e.g., Feeder Distribution Interfaces, "FDI") and the Customer addresses served by each Remote Premises are available to Sprint through the Raw Loop Data Tool. Remote Premises with Digital Loop Carrier and Pair Gain equipment will be provided on the web site in the ICONN database. (ICONN is available through the Qwest web site located at http://www.qwest.com/iconn.). If Sprint is unable to determine the information it seeks regarding Remote Premises after using such database tools, Qwest will provide Sprint with a report that contains the information. The Parties agree that a charge may apply to such report, based on time and material, unless the database information is inaccurate or unusable for the Remote Premises then no charge would apply. Qwest will

provide Sprint access to relevant plats, maps, engineering records and other data in accordance with Section 10.8.2.4. In addition, Sprint can request a copy of Qwest's distribution area map associated with the Remote Premises, with a charge for time and material.

8.2.1.10 Collocation is offered on a first-come, first-served basis. Requests for Collocation may be denied due to the legitimate lack of sufficient space in a Qwest Premises for placement of Sprint's equipment. If Qwest determines that the amount of space requested by Sprint for Caged Physical Collocation is not available, but a lesser amount of space is available, that lesser amount of space will be offered to Sprint for Caged Physical Collocation. Alternatively, Sprint will be offered Cageless Physical Collocation (single frame bay increments), or Virtual Collocation as an alternative to Caged Physical Collocation. In the event the original Collocation request is not available due to lack of sufficient space, and Sprint did not specify an alternative form of Collocation on the original order form, Sprint will be required to submit a new order for Sprint's preferred alternative Collocation arrangement. If Sprint identifies alternate choices for Collocation on its original Collocation request, Qwest will determine the feasibility of the next preferred option in the event Sprint's first choice is not available. To the extent possible, Qwest shall make contiguous space available to Sprint when it seeks to expand its existing Collocation space. Where adjoining space is not available, Qwest will engineer a route for Sprint to provide facilities between the non-adjoining Sprint Collocation spaces as part of the Collocation order. When planning renovations of existing facilities or constructing or leasing new facilities, Qwest shall take into account projected demand for Collocation of equipment.

8.2.1.10.1 Space Denial Queue – Qwest will maintain a list of denied Collocation requests, in order of the date of receipt (Space Denial Queue), for each Premises where Qwest has exhausted Collocation space. A separate queue will be maintained for each Premises. When space becomes available in a Premises in which a queue has developed, Qwest will inform CLECs in the queue that space for Collocation has become available. If there is insufficient space to accommodate all of the CLECs in queue, Qwest shall notify CLECs of the availability of space in accordance with the CLEC's position in the queue. CLEC must respond within ten (10) calendar Days of receipt of written notification by fax or e-mail from Qwest with a new Collocation Application. If CLEC does not provide a Collocation Application within ten (10) calendar Days of receipt of written notification by fax or e-mail, or if CLEC responds that it no longer requires the Collocation space, CLEC shall be removed from the queue and the available space shall be offered to the next CLEC in the queue. If the space made available to a CLEC in the queue is not sufficient to meet such CLEC's needs, such CLEC may deny the space that becomes available and keep its position in the queue. Sprint may determine its position in the queue by contacting the Qwest account manager.

8.2.1.11 If Qwest denies a request for Collocation in a Qwest Premises due to space limitations, Qwest shall allow Sprint representatives to tour the entire Premises escorted by Qwest personnel within ten (10) calendar Days of Sprint's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed floor plans for the Premises with Sprint immediately before the tour, including Qwest reserved or optioned space. Such tour shall be without charge to Sprint. If, after the tour of the Premises, Qwest and Sprint disagree about whether space limitations at the Premises

make Collocation impractical, Qwest and Sprint may present their arguments to the Commission. In addition, if after the fact, it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original Collocation Application date for determining RFS unless both Parties agree to a revised date.

8.2.1.12 Qwest shall submit to the Commission, subject to any protective order as the Commission may deem necessary, detailed floor plans or diagrams of any Premises where Qwest claims that Physical Collocation is not practical because of space limitations.

8.2.1.13 Qwest will maintain a publicly available document, posted for viewing on the Internet, (http://www.qwest.com/wholesale/notices/collo/spaceAvail.html) indicating all Premises that are full, and will update this document within ten (10) calendar Days of the date at which a Premises runs out of physical space and will update the document within ten (10) calendar Days of the date that space becomes available. In addition, the publicly available document shall include, based on information Qwest develops through the Space Availability Report process, the Reservation Process, or the Feasibility Study Process:

a) Number of CLECs in queue at the Premises, if any;

b) Premises that have not been equipped with DS3 capability;

c) Estimated date for completion of power equipment additions that will lift the restriction of Collocation at the Premises;

d) Address of the Remote Premises that have been inventoried for Remote Collocation, and if the Remote Premises cannot accommodate Collocation.

Notwithstanding the foregoing, the Qwest web site will list and update within the ten (10) Day period, all Wire Centers that are full, whether or not there has been a Sprint requested Space Availability Report.

8.2.1.14 Reclamation and Reconditioning of Space

8.2.1.14.1 Reclamation of Space -- Reclamation of space is performed by Qwest removing unused, obsolete Qwest equipment to make space for equipment use. The cost of removal of the obsolete unused equipment shall be borne by Qwest.

8.2.1.14.1.1 If Sprint issues a forecast or reservation for Collocation, Qwest shall use its best judgment to determine whether it would be appropriate to reclaim space and or equipment to meet expected Collocation requirements.

8.2.1.14.1.2 If Sprint issues a Collocation Application and unused, obsolete equipment must be removed to provide the requested Collocation, Qwest will affirmatively remove such unused, obsolete equipment as necessary to fulfill the Collocation request within the applicable interval set forth in section 8.4.

8.2.1.14.2 Reconditioning of Space -- Reconditioning of space is the remodeling of space for equipment use, such as, but not limited to, adding HVAC. The Collocation feasibility study will identify whether reconditioning of space is available and necessary to meet Sprint needs for Collocation. If requested by Sprint, Qwest will assess the cost of such reconditioning, provide a quote to Sprint for the costs, and upon Acceptance of quote by Sprint, perform the necessary work to recondition the space. For reconditioned space, Sprint is responsible for prorated charges based on the amount of space requested.

8.2.1.15 Cancellation of Collocation Request. Sprint may cancel a Collocation request prior to the completion of the request by Qwest by submitting a written request by certified mail to the Qwest account manager. Sprint shall be responsible for payment of all costs incurred by Qwest up to the point when the cancellation is received.

8.2.1.16 Qwest may retain a limited amount of floor space for its own specific future uses, provided, however, that neither Qwest nor any of its Affiliates may reserve space for future use on terms more favorable than those that apply to Sprint's reservation of Collocation space for Sprint's own future use. Qwest shall relinquish any space held for future use before denying a request for Virtual Collocation on the grounds of space limitations, unless Qwest proves to the Commission that Virtual Collocation at that point is not Technically Feasible.

8.2.1.17 In addition to the requirements of Section 8.2.1.8, all Collocation installation and structures shall meet applicable earthquake safety rating requirements comparable to and to the same extent that Qwest installations and structures meet earthquake rating requirements as contained in the Network Equipment Building System (NEBS) - BR GR-63-CORE document. A list of Qwest Premises and the applicable related earthquake ratings is available for review on the Qwest website at: http://www.qwest.com/wholesale/pcat/collocation.html.

8.2.1.18 Qwest will review the security requirements, issue keys, ID cards and explain the access control processes to Sprint. The access control process includes but is not limited to the requirement that all Sprint approved personnel are subject to trespass violations if they are found outside of designated and approved areas or if they provide access to unauthorized individuals. Likewise, Qwest personnel are subject to trespass violations if they are found to be wrongfully inside Sprint's physical caged collocated areas or if they wrongfully provide access to unauthorized individuals.

8.2.1.18.1 Qwest will take all reasonable measures to insure that Sprint equipment collocated in Qwest Premises is afforded physical security at Parity with Qwest's similarly situated equipment. Should an event occur within a Qwest Premises that suggests vandalism or other tampering with Sprint's equipment, Qwest will, at Sprint's request, vigorously and thoroughly investigate the situation. Sprint shall cooperate in the investigation as requested by Qwest. Qwest will keep Sprint apprised of the progress of any investigation, and report any conclusions in a timely manner.

8.2.1.19 Qwest shall provide access to Sprint's collocated equipment and existing eyewash stations, bathrooms, and drinking water within the Premises on a twenty-four (24) hours per day, seven (7) Days per week basis for Sprint personnel and its designated agents. Such access shall be permitted without requiring either a security

escort of any kind or delaying Sprint's employees entry into Qwest Premises. Qwest shall provide Sprint with access to other basic facilities, including parking, where available on a first-come, first-served basis.

8.2.1.20 Sprint shall be restricted to corridors, stairways, and elevators that provide direct access to Sprint's space, or to the nearest restroom facility from Sprint's designated space, and such direct access will be outlined during Sprint's orientation meeting. Access shall not be permitted to any other portion of the building.

8.2.1.21 Nothing herein shall be construed to limit Sprint's ability to obtain more than one form of Collocation (i.e., Virtual, Caged, Shared and Cageless Physical Collocation or ICDF Collocation) in a single Premises, provided space is available.

8.2.1.22 Termination of Collocation Arrangement. Sprint may terminate a completed Collocation arrangement by submitting a written request via certified mail to the Qwest account manager. Qwest shall provide Sprint a quotation for the costs of removing Sprint's collocated equipment and associated cabling and structure, which will be paid by Sprint within thirty (30) calendar Days of the removal of the equipment by Qwest. Sprint will not be charged for the removal of equipment or cabling that is owned and removed by Sprint in their Physical Collocation space.

8.2.1.23 Qwest shall design and engineer the most efficient route and cable racking for the connection between Sprint's equipment in its collocated spaces to the collocated equipment of another CLEC located in the same Qwest Premises; or to Sprint's own non-contiguous Collocation space. The most efficient route generally will be over existing cable racking, to the extent Technically Feasible, but to determine the most efficient route and cable racking, Qwest shall consider all information provided by Sprint in the Application form, including but not limited to, distance limitations of the facilities Sprint intends to use for the connection. Sprint shall have access to the designated route and construct such connection, using copper, coax, optical fiber facilities, or any other Technically Feasible method utilizing a vendor of Sprint's own choosing. Sprint may place its own fiber, coax, copper cable, or any other Technically Feasible connecting facilities outside of the actual Physical Collocation space, subject only to reasonable NEBS Level 1 safety limitations using the route specified by Qwest. Sprint may perform such Interconnections at the ICDF, if desired. Sprint may interconnect its network as described herein to any other collocating Carrier, to any collocated Affiliate of Sprint, to any end user's premises, and may interconnect Sprint's own collocated space and/or equipment (e.g., Sprint's Physical Collocation and Sprint's Virtual Collocation on the same Premises). CLEC-to-CLEC Connections shall be ordered either as part of an Application for Collocation under Section 8.4, or separately from a Collocation Application in accordance with Section 8.4.7. CLEC-to-CLEC Cross Connections at an ICDF are available, pursuant to 8.10.

8.2.1.24 Qwest will provide Sprint the same connection to the network as Qwest uses for provision of services to Qwest End User Customers. The direct connection to Qwest's network is provided to Sprint through direct use of Qwest's existing Cross Connection network. Sprint and Qwest will share the same distributing frames for similar types and speeds of equipment, where Technically Feasible and space permitting.

8.2.1.25 Sprint terminations will be placed on the appropriate Qwest Cross Connection frames using standard engineering principles. Sprint terminations will share

frame space with Qwest terminations on Qwest frames without a requirement for an intermediate device.

8.2.1.26 If Sprint disagrees with the selection of the Qwest Cross Connection frame, Sprint may request a tour of the Qwest Premises to determine if Cross Connection frame alternatives exist, and may request use of an alternative frame or an alternative arrangement, such as direct connections from Sprint's Collocation space to the MDF or COSMIC™ frame.

8.2.1.27 Conversions of the various Collocation arrangements (e.g., Virtual to Physical) will be considered on an Individual Case Basis. However, conversions from Virtual Collocation to Cageless Physical Collocation, where the conversion only involves an administrative and Billing change, and the virtually collocated equipment is located in a space where Cageless Physical Collocation is available, shall be completed in thirty (30) calendar Days. Sprint must pay all associated conversion charges.

8.2.1.28 Qwest shall permit Sprint to construct or subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by Qwest. Such Sprint construction of Physical Collocation arrangements are for within Sprint's physical space including the cage, if appropriate, frames, and cable racking, and also outside Sprint's physical space, Sprint may install the tie cables, blocks, and terminations on the ICDF or for CLEC-to-CLEC connections. Qwest approval of Sprint contractors involves security access arrangements and shall not be unreasonably withheld. Sprint is not required to use Qwest or Qwest contracted personnel for the engineering and installation of Sprint's collocated equipment. Approval by Qwest of Sprint's employees, vendors or subcontractors shall be based on the same criteria that Qwest uses in approving contractors for its own purposes.

8.2.1.29 Qwest will provide Sprint with written notification at least five (5) business days before any scheduled non-emergency AC or DC power work in the collocated facility that may cause a power disruption to Sprint equipment located in the Qwest facility. This does not include notification of routine power testing or power installation work not expected to cause a power disruption. Qwest will use diligent efforts to notify Sprint by the Abnormal Condition Report (ACR) of: (a) general power outages as soon as Qwest becomes aware that an outage is to take place or has occurred and (b) any emergency power disruption that would impact Sprint equipment no later than thirty (30) minutes after such activity commences. Finally, Qwest shall immediately notify Sprint by ACR if an alarm condition exists with respect to the monitoring of power that poses a material risk to the continued operation of Sprint equipment.

8.2.1.30 If Qwest finds in the course of business, evidence to substantiate that any equipment or property of Sprint has been abandoned or left unclaimed in or at any Premises, Qwest shall notify Sprint in writing of the existence of such equipment or property and Sprint shall have thirty (30) Days from the date of such notice to remove such equipment or property from Premises. If, prior to the termination of the thirty (30) Day period, Sprint disputes that the equipment or property of Sprint has been abandoned or left unclaimed at the Premises, Sprint shall deliver to Qwest written notice of such dispute (the "Resolution Request") and commence Dispute resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered, then thirty (30) Days after the date of the notice all equipment or

property of Sprint not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by Sprint to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to Sprint and without obligation to account therefor. Sprint shall reimburse Qwest for all reasonable storage expenses and associated disposal and/or disposition expenses, in excess of realized salvage value, incurred by Qwest due to the disposal and/or disposition of such equipment or property that Qwest sells or otherwise disposes of within sixty (60) days of the day said equipment or property is deemed and construed to have been transferred, deeded, and assigned by Sprint to Qwest.

8.2.1.30.1 If Sprint delivers a Resolution Request but fails to commence dispute resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, as evidenced by a writing executed by Qwest, within thirty (30) Days of the delivery of such Resolution Request, then thirty Days after the date of the Resolution Request, all equipment or property of Sprint not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by Sprint to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to Sprint and without obligation to account therefor. Sprint shall reimburse Qwest for all reasonable storage expenses and associated disposal and/or disposition expenses, in excess of realized salvage value, incurred by Qwest due to the disposal and/or disposition of such equipment or property that Qwest sells or otherwise disposes of within sixty (60) days of the day said equipment or property is deemed and construed to have been transferred, deeded, and assigned by Sprint to Qwest. Sprint hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section 8.2.1.30. Notwithstanding the provisions of this Section, where Sprint has submitted a Decommissioning Application, the provisions of Section 8.8 of this Agreement, shall govern the equipment or property of Sprint and not this Section 8.2.1.30 unless Sprint fails to remove its equipment or property in accordance with the terms of Section 8.8 of this Agreement.

8.2.2 Terms and Conditions - Virtual Collocation

8.2.2.1 Qwest is responsible for installing, maintaining, and repairing virtually collocated equipment for the purpose of Interconnection or to access UNEs, ancillary and Finished Services. When providing Virtual Collocation, Qwest shall install, maintain, and repair collocated equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest.

8.2.2.2 Sprint will not have physical access to the virtually collocated equipment in the Qwest Premises. However, Sprint will have physical access to the Demarcation Point in the Qwest Premises.

8.2.2.3 Sprint will be responsible for obtaining and providing to Qwest administrative codes (e.g., common language codes) for all equipment provided by Sprint and installed in Qwest Premises.

8.2.2.4 Sprint shall ensure that upon receipt of Sprint's virtually collocated equipment by Qwest, all warranties and access to ongoing technical support are passed through to Qwest at Sprint's expense. Sprint shall advise the manufacturer and seller of the virtually collocated equipment that Sprint's equipment will be possessed, installed and maintained by Qwest.

8.2.2.5 Sprint's virtually collocated equipment must comply with Telcordia Network Equipment Building System (NEBS) Level 1 safety standards and any statutory (local, state or federal) and/or regulatory requirements in effect at the time of equipment installation or that subsequently become effective. Sprint shall provide Qwest interface specifications (e.g., electrical, functional, physical and software) of Sprint's virtually collocated equipment. Such safety and engineering standards shall apply to Sprint equipment only to the degree that they apply to Qwest equipment located in Qwest's Premises.

8.2.2.6 Sprint must specify all software options and associated plug-ins for its virtually collocated equipment.

8.2.2.7 Sprint will be responsible for payment of Qwest's initial direct training charges associated with training Qwest employees for the maintenance, operation and installation of Sprint's virtually collocated equipment when such equipment is different than the standard equipment used by Qwest in that Premises. This includes per diem charges (i.e., expenses based upon effective Qwest labor agreements), travel and lodging incurred by Qwest employees attending a vendor-provided training course.

8.2.2.8 Sprint will be responsible for payment of reasonable charges incurred in the maintenance and/or repair of Sprint's virtual collocated equipment in accordance with this Agreement, unless otherwise agreed by the Parties. Notwithstanding the foregoing, Sprint shall not be responsible for any costs or charges incurred in the maintenance and/or repair of Sprint's virtually collocated equipment where such costs or charges result from Qwest's fault or negligence.

8.2.3 Terms and Conditions - Caged and Cageless Physical Collocation

8.2.3.1 Qwest shall provide Caged and Cageless Physical Collocation to Sprint for access to UNEs and ancillary services and Interconnection, except that Qwest may provide Virtual Collocation if Qwest demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act.

8.2.3.2 Physical Collocation is offered in Premises on a space-available, first come, first-served basis.

8.2.3.3 Reserved for Future Use.

8.2.3.4 Qwest will design the floor space in the most efficient manner possible within each Premises that will constitute Sprint's leased space. Sprint will, in accordance with the other terms and conditions of this Section, have access to its leased space.

8.2.3.5 When Qwest constructs the collocated space, Qwest will ensure that the necessary construction work (e.g., racking, ducting and caging for Caged Physical

Collocation) is performed pursuant to Qwest Technical Publication 77350, including all construction of Sprint's leased physical space and the riser from the vault to the leased physical space.

8.2.3.6 Sprint owns or leases and is responsible for the installation, Maintenance and Repair of its equipment located within the physically collocated space leased from Qwest.

8.2.3.7 Qwest shall permit Sprint to commence installation of its equipment prior to completion of Qwest's work on the remaining Collocation infrastructure, at no additional charge to Sprint. Such "early access" date will be negotiated by Qwest and Sprint on a site specific basis. In order to obtain early access, Sprint must pay eighty (80) percent of the remaining fifty (50) percent of the quoted nonrecurring charges before early access is granted, leaving a holdback of ten (10) percent of the originally quoted nonrecurring charges. All appropriate (i.e. space and cable racking) recurring charges will begin on a negotiated date. The enclosure for Caged Physical Collocation must be complete before early access is granted. Such early access by Sprint shall not interfere with the work remaining to be performed by Qwest.

8.2.3.8 Upon completion of the construction of the Collocation project, Qwest will work cooperatively with Sprint in matters of joint testing and maintenance.

8.2.3.9 If, during installation, either Party determines the other Party's activities or equipment do not comply with the NEBS Level 1 safety standards listed in this Section or are in violation of any Applicable Laws or regulations, either Party has the right to stop all installation work until the situation is remedied. The Party asserting a safety violation by the other Party shall provide written notice of the non-compliance to the other Party and such notice will include: (1) identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that the other Party's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that the Party asserting a safety violation by the other Party locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that either Party contends the other Party's equipment fails to meet. If such conditions pose an immediate threat to the safety of either Party's employees, interfere with the performance of either Party's service obligations, or pose an immediate threat to the physical integrity of the conduit system, cable facilities or other equipment in the Premises, Qwest may perform such work and/or take action as is necessary to correct the condition at Sprint's expense unless it is a Qwest violation. In the event Sprint disputes any action seeks to take or has taken pursuant to this provision, Sprint may pursue immediate resolution by the Commission or a court of competent jurisdiction.

8.2.3.10 All equipment placed will be subject to random safety audits conducted by Qwest. These audits will determine whether the equipment meets the NEBS Level 1 safety standards required by this Agreement. Sprint will be notified of the results of this audit. If, at any time, pursuant to a random audit or otherwise, Qwest determines that the equipment or the installation does not meet the NEBS standards described in Section 8.2.1.8, Sprint will be responsible for the costs associated with the removal, modification to, or installation of the equipment to bring it into compliance. Qwest shall provide written notice of the non-compliance to Sprint, and such notice will include: (1)

identification of the specific equipment and/or installation not in compliance; (2) the NEBS 1 safety requirement that is not met by the equipment and/or installation; (3) the basis for concluding that Sprint's equipment and/or installation does not meet the safety requirement; and (4) a list of all equipment that Qwest locates at the Premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that Qwest contends Sprint's equipment fails to meet. If Sprint fails to correct any non-compliance within fifteen (15) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within fifteen (15) calendar Days of written notice of non-compliance, and if Sprint fails to take all appropriate steps to correct any non-compliance as soon as reasonably possible, Qwest may pursue immediate resolution by the Commission or a court of competent jurisdiction. If there is an immediate threat to the safety of Qwest employees, or an immediate threat to the physical integrity of the conduit system, cable facilities, or other equipment in the Premises, Qwest may perform such work and/or take such action as is necessary to correct the condition at Sprint's expense.

8.2.3.11 Qwest shall provide basic telephone service with a connection jack(s) at the request of Sprint for Caged or Cageless Physical Collocated space. Upon Sprint's request, this service shall be available per standard Qwest business service Provisioning processes and rates.

8.2.3.12 For Caged Physical Collocation, Sprint's leased floor space will be separated from other CLECs and Qwest space through a cage enclosure. Qwest will construct the cage enclosure or Sprint may choose from Qwest approved contractors or may use another vendor of Sprint's own choosing, subject to Qwest's approval which may not be unreasonably withheld, to construct the cage enclosure. All Sprint equipment placed will meet NEBS Level 1 safety standards, and will comply with any local, state, or federal regulatory requirements in effect at the time of equipment installation or that subsequently become effective.

8.2.3.13 For Cageless Physical Collocation in a Wire Center, the minimum square footage is nine (9) square feet per bay (however, if smaller bays are or become available, Qwest will reduce the minimum square footage accordingly). Sprint may elect to share its Cageless Collocation space (e.g, sublease a shelf to another CLEC), however, the CLEC of record is solely responsible for ordering, Provisioning, repairing, maintaining, and Billing for equipment, cross-connects, and services in its Collocation space. Requests for multiple bay space will be provided in adjacent bays where possible. When contiguous space is not available, bays may be commingled with other CLECs' equipment bays. Sprint may request, through the Qwest Space Reclamation Policy, a price quote to rearrange Qwest equipment to provide Sprint with adjacent space.

8.2.4 Transmission Facility Access to Collocation Space

8.2.4.1 For Virtual or Physical Collocation, Sprint may select from four (4) optional methods for facility access to its Collocation space. They include: 1) fiber entrance facilities, 2) purchasing private line or Access Services, 3) Unbundled Network Elements; and 4) microwave. Other entrance facility technologies may be requested through the BFR process.

8.2.4.2 Collocation Fiber Entrance Facilities. Qwest offers three (3) Fiber Collocation Entrance Facility options – Standard Fiber Entrance Facility, Cross-Connect Fiber Entrance Facility, and Express Fiber Entrance Facilities. These options apply to Caged and Cageless Physical Collocation and Virtual Collocation. Fiber Entrance Facilities provide the connectivity between Sprint's collocated equipment within the Qwest Wire Center and a Collocation Point of Interconnection (C-POI) outside the Qwest Wire Center where Sprint shall terminate its fiber-optic facility, except the Express Fiber Entrance Facilities.

8.2.4.3 Sprint is responsible for providing its own fiber facilities to the C-POI outside Qwest's Wire Center. Qwest will extend the fiber cable from the C-POI to a Fiber Distribution Panel (FDP). Additional fiber, conduit and associated riser structure will then be provided by Qwest from the FDP to continue the run to Sprint's leased Collocation space (Caged or Cageless Physical Collocation) or Sprint's equipment (Virtual Collocation). The Qwest provided facility from the C-POI to the leased Collocation space (Physical Collocation) or Sprint equipment (Virtual Collocation) shall be considered the Collocation Fiber Entrance Facility. The preceding provisions do not apply to Express Fiber Entrance Facility which provides that Sprint fiber will be pulled to Sprint Collocation equipment without splices or termination on an FDP.

8.2.4.3.1 Standard Fiber Entrance Facility -- The standard fiber entrance facility provides fiber connectivity between Sprint's fiber facilities delivered to the C-POI and Sprint's Collocation space in increments of 12 fibers. Sprint's fiber cable is spliced into a Qwest-provided shared fiber entrance cable that consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable shall be terminated on a Fiber Distribution Panel (FDP). A 12 fiber Interconnection cable is placed between Sprint's Collocation space and the FDP. The FDP provides Qwest with test access and a connection point between the transport fiber and Sprint's Interconnection cable.

8.2.4.3.2 Cross-Connect Fiber Entrance Facility -- The cross-connect fiber entrance facility provides fiber connectivity between Sprint's fiber facilities delivered to a C-POI and multiple locations within the Qwest Wire Center. Sprint's fiber cable is spliced into a Qwest provided shared fiber entrance cable in 12 fiber increments. The Qwest fiber cable consists of six buffer tubes containing 12 fibers each for a 72 fiber cable. The 72 fiber cable terminates in a fiber distribution panel. This fiber distribution panel provides test access and flexibility for Cross Connection to a second fiber distribution panel. Fiber Interconnection cables in 4 and 12 fiber options connect the second fiber distribution panel and equipment locations in the Qwest Wire Center. This option has the ability to serve multiple locations or pieces of equipment within the Qwest Wire Center. This option provides maximum flexibility in distributing fibers within the Wire Center and readily supports Virtual and Cageless Physical Collocation and multiple Sprint locations in the office. This option also supports transitions from one form of Collocation to another.

8.2.4.3.3 Express Fiber Entrance Facility – Qwest will place Sprint-provided fiber cable from the C-POI directly to Sprint's Collocation space. The fiber cable placed in the Wire Center must meet NEBS Level 1 fire rating requirements. If Sprint provided cable does not meet NEBS Level 1 fire rating requirements then a transition splice will occur in the cable vault to insure that the

cable within the Qwest Wire Center meets requirements. This option will not be available if there is only one conduit with two (2) unused innerducts (one (1) for emergency restoral and one (1) for a shared entrance cable).

8.2.4.4 Qwest will designate the location of the C-POI for Virtual, Caged Physical or Cageless Physical Collocation arrangements.

8.2.4.5 The Collocation entrance facility is assumed to be fiber optic cable and meets industry standards (GR. 20 Core). Metallic sheath cable is not considered a standard Collocation entrance facility. Requests for non-standard entrances will be considered through the BFR process described in the Bona Fide Request Process Section of this Agreement. All costs and Provisioning intervals for non-standard entrances will be developed on an Individual Case Basis.

8.2.4.6 Qwest shall provide an Interconnection point or points, physically accessible by both Qwest and Sprint, at which the fiber optic cable carrying Sprint's circuits can enter Qwest's Wire Center, provided that Qwest shall designate Interconnection points as close as reasonably possible to its Premises. Qwest shall offer at least two (2) such Interconnection points at each Qwest Wire Center when at least two (2) entry points pre-exist and duct space is available. Qwest will not initiate construction of a second, separate Collocation entrance facility solely for Collocation. If Qwest requires the construction of a new Collocation entrance facility for its own use, then the needs of Sprint will also be taken into consideration.

8.2.4.7 As an alternative to the Fiber Entrance Facilities described above, Sprint may purchase Qwest Tariffed or cataloged Private Line or Switched Access Services.

8.2.4.8 As an alternative to the Fiber Entrance Facilities described above, Sprint may purchase unbundled dedicated interoffice transport.

8.2.4.9 Microwave Entrance Facilities. Qwest offers Microwave Entrance Facilities, on Premises owned or controlled by Qwest, to access Sprint transmission equipment collocated on or inside the Qwest Premises. The rooftop, duct, conduit, and riser cable space for Microwave Entrance Facilities is available on a first-come, first-served basis, where Technically Feasible. Sprint may place its microwave antenna on a Qwest owned or controlled existing tower, building, or supporting structure, where space is available, or Sprint may construct such tower or supporting structure, if necessary and if there is sufficient space and the building structure is not jeopardized. Such microwave equipment will be limited to that which is necessary for Interconnection to Qwest's network or access to Qwest's Unbundled Network Elements.

8.2.4.9.1 Qwest will jointly coordinate and plan with Sprint for the placement and location of the microwave equipment on a non-penetrating roof mount, or an existing tower or supporting structure on the exterior of a Qwest Premises. The method of placing Sprint microwave equipment shall be mutually agreed upon. Tower or building roof space that allows for unobstructed line-of-sight will be provided by Qwest where Technically Feasible. A weather proof cable entry hatch or an existing wave-guide hatch or other suitable entrance into the building is required. If space is available, Sprint may use an existing cable entry hatch or a new cable entry hatch will need to be constructed. The cable entry hatch charges are on a per Port used basis.

8.2.4.9.2 Sprint can perform the determination of line-of-sight feasibility or if requested, Qwest will perform the line-of-sight feasibility. Sprint will submit a Microwave Entrance Facility Application for each antenna arrangement and each Qwest Premises requested. A site visit will include appropriate Qwest and Sprint personnel for the purpose of determining whether an unobstructed line-of-sight is Technically Feasible and structural analysis of the building. The site visit will take place within fifteen (15) calendar Days after receipt by Qwest of Sprint's Microwave Entrance Facility Application, unless Sprint requests a later date. If Sprint performs the structural analysis and line-of-sight feasibility, it shall submit a response regarding its analysis to Qwest and Qwest will only bill for an escort fee per site requested. If either Party disputes the technical feasibility, space availability, or other conditions proposed by Qwest, the Parties will promptly petition the Commission for resolution of the dispute.

8.2.4.9.3 If Qwest performs the feasibility analysis, a response will be provided to Sprint within thirty (30) calendar Days after the site visit with the structural analysis and line-of-sight feasibility. If the site visit determines that unobstructed line-of-sight and placement of the microwave equipment are not Technically Feasible, Sprint will be billed only for the site visit. If the site visit determines that the placement of microwave equipment is Technically Feasible, Qwest will provide a quote for the Microwave Entrance Facility with the quote for the submitted Collocation Application. If Sprint does not submit a Collocation Application for the Premises within thirty (30) Days following the completion of the line-of-sight and structural feasibility analysis or Sprint subsequently cancels the Collocation Application, Sprint will be billed for the site visit.

8.2.4.9.4 Sprint must obtain all necessary variances, licenses, approvals and authorizations from governmental agencies with jurisdiction, such as use permits, building permits, FCC licenses and FAA approval, if required, to construct, operate and maintain Sprint facilities. If Qwest's assistance is required in order for Sprint to obtain necessary licenses or permits, Qwest will not unreasonably withhold such assistance. Sprint will pay all expenses associated with that assistance on a time and materials basis.

8.2.4.9.5 Sprint is responsible for the engineering, purchasing, supplying, installing, maintaining, repairing and servicing of its microwave specific equipment. Sprint shall provide the cable from the antenna equipment to the building cable entry hatch. However, Sprint is not permitted to penetrate the building exterior wall or roof. Qwest will do all building penetration and Qwest will install the coaxial cable or wave-guide/transmission facility from the cable entry hatch to Sprint's Collocation space within the interval, as set forth in Section 8.4, for the type of Collocation requested by Sprint. Sprint facilities shall not physically, electronically, or inductively interfere with the existing Qwest or other Sprint equipment. Each transmitter individually and all transmitters collectively, for Qwest, Qwest Affiliates and Sprint, at a given location shall comply with appropriate Federal, State, and Local regulations governing the safe levels of RF radiation.

8.2.4.9.6 Upon expiration or termination of the Collocation arrangement or the Microwave Entrance Facility, Sprint shall return the antenna space to its original condition. Sprint shall repair any damages caused by removal of its

microwave equipment, or by the use, operation or placement of its microwave equipment on the Premises. If Sprint performs the foregoing, Qwest shall impose no charges on Sprint for such work. In the event Sprint fails to remove its microwave equipment, Sprint shall be liable to Qwest for all reasonable costs of removal, restoration of the property, storage, and transportation to Sprint of such microwave equipment incurred by Qwest.

8.2.5 Terms and Conditions – ICDF Collocation

8.2.5.1 Interconnection Distribution Frame (ICDF) Collocation is available for CLECs who have not obtained Caged or Cageless Physical Collocation, but who require access to the Qwest Wire Center for combining Unbundled Network Elements and ancillary services. ICDF Collocation provides Sprint with access to the Interconnection Distribution Frame, where Qwest will terminate the Unbundled Network Elements and ancillary services ordered by Sprint. Sprint may combine one (1) UNE to another UNE or ancillary service by running a jumper on the ICDF. Sprint access to the ICDF will be on the same terms and conditions described for other types of Collocation in this Section. There are multiple frames that could be used for ICDF Collocation including, but not limited to, the following: a) existing Interconnection Distributing Frame (ICDF); b) existing DSX panels for DS1 and DS3 services; c) new Interconnection Distributing Frame; d) existing toll frame; e) fiber distribution panel; and, f) existing intermediate frame.

8.2.5.2 All Qwest terminations on the Interconnection Distribution Frame will be given a frame address. Qwest will establish and maintain frame address records for Qwest terminations. Qwest will maintain assignment records for each Unbundled Network Element and ancillary service ordered by Sprint that is terminated on the Interconnection Distribution Frame. Qwest will provide Sprint with the frame assignments for each Unbundled Network Element and ancillary service terminated on the ICDF.

8.2.5.3 Sprint will be required to place the jumper connection between frame addresses to connect Unbundled Loops, ancillary and Finished Services. Sprint will be required to maintain the records for Sprint-provided jumpers.

8.2.6 Terms and Conditions - Adjacent Collocation and Adjacent Remote Collocation

8.2.6.1 Sprint may request Adjacent Collocation and Adjacent Remote Collocation in an existing Qwest controlled environmental vault, controlled environmental hut, or similar structures on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises, to the extent Technically Feasible. Adjacent Collocation in an existing structure shall be ordered as Physical Collocation. Adjacent Remote Collocation in an existing structure shall be ordered as Remote Collocation.

8.2.6.1.1 Alternatively, if no such structure described above exists, Sprint may choose to construct or procure a structure to place on or under Qwest owned, leased or otherwise controlled property contiguous to a Qwest Premises. Such adjacent structure shall be in accordance with Qwest's design and space planning for the site. Sprint may propose the design for the adjacent structure, subject to Qwest's approval. Qwest will review the building and property plans

for the new structure within thirty (30) calendar Days.

8.2.6.1.2 Sprint shall own such structure, subject to a reasonable ground space lease. If Sprint terminates its Adjacent Collocation space, Qwest shall have the right of first refusal to such structure under terms to be mutually agreed upon by the Parties. In the event Qwest declines to take the structure or terms cannot be agreed upon, Sprint may transfer such structure to another CLEC for use for Interconnection and or access to UNEs. Transfer to another CLEC shall be subject to Qwest's approval, which approval shall not be unreasonably withheld. If no transfer of ownership occurs, Sprint is responsible for removal of the structure and returning the property to its original condition.

8.2.6.2 Qwest shall provide written authorization for use of Qwest's property to Sprint or Sprint's contractor, to the extent that Qwest owns or controls such property, to assist Sprint in obtaining any building permits or other approvals that may be necessary to construct the facility. Sprint is responsible for construction of the structure or procurement of an existing structure. Sprint is responsible for meeting all state and municipal building and zoning requirements.

8.2.6.3 Qwest will provide power for adjacent collocation and all other Physical Collocation services and facilities.

8.2.6.4 Upon request, Qwest will evaluate all parking or other spaces outside the Qwest Premises on Qwest property that can be reasonably made available to Sprint for Adjacent Collocation. Qwest will retain a reasonable amount of parking space for Qwest technicians or other vehicles, including Sprint's. Space below a hoisting area will not be relinquished for Collocation space.

8.2.6.5 If Physical Collocation space becomes available in a previously exhausted Qwest structure, Qwest shall not require Sprint to move, or prohibit Sprint from moving its Collocation arrangement into the Qwest structure. Instead, Qwest shall continue to allow Sprint to collocate in any adjacent controlled environmental vault, controlled environmental hut, or similar structure.

8.2.7 Terms and Conditions – Remote Collocation

8.2.7.1 Remote Collocation allows Sprint to collocate in a Qwest Remote Premises that is located remotely from a Qwest Wire Center building property. Such Remote Premises include controlled environmental vaults, controlled environmental huts, cabinets, pedestals and other Remote Terminals.

8.2.7.2 The terms and conditions for Virtual or Physical Collocation shall apply to Remote Collocation as appropriate to the specific Remote Premises structure and subject to technical feasibility (e.g., Section 8.2.3.11 and Section 8.2.4 would not apply), or if appropriate, Adjacent Collocation as set forth above. Space will be offered in increments appropriate to the Remote Premises structure (i.e., shelf, relay rack, etc.).

8.3 Rate Elements

Rate elements for Collocation are included in Exhibit A.

8.3.1 Rate Elements - All Collocation

8.3.1.1 Qwest will recover Collocation costs through both recurring and nonrecurring charges. The charges are determined by the scope of work to be performed based on the information provided by Sprint on the Collocation Order Form. A quote is then developed by Qwest for the work to be performed.

8.3.1.2 The following elements as specified in Exhibit A of this Agreement are used to develop a price quote in support of Collocation:

8.3.1.3 Quote Preparation Fee. A non-refundable charge for the work required to verify space and develop a price quote for the total costs to Sprint for its Collocation request.

8.3.1.4 Collocation Entrance Facility Charge. Provides for the fiber optic cable (in increments of 12 fibers) from the C-POI utilizing Qwest owned, conventional single mode type of fiber optic cable to the collocated equipment (for Virtual Collocation) or to the leased space (for Caged or Cageless Physical Collocation). The Collocation entrance facility includes manhole, conduit/innerduct, placement of conduit/innerduct, fiber cable, fiber placement, splice case, a splice frame, fiber distribution panel, and relay rack. Charges apply per fiber pair. Express Fiber Entrance Facility does not include fiber cable, splice case, a splice frame or fiber distribution panel. Microwave Entrance Facility charges are addressed in 8.3.1.17.

8.3.1.5 Cable Splicing Charge. Represents the labor and equipment to perform a subsequent splice to Sprint provided fiber optic cable after the initial installation splice. Includes per-setup and per-fiber-spliced rate elements.

8.3.1.6 -48 Volt DC Power Usage Charge. Provides -48 volt DC power to Sprint collocated equipment and is fused at one hundred twenty-five percent (125%) of request. Charged on a per ampere basis.

8.3.1.7 AC Power Feed. Recovers the cost of providing for the engineering and installation of wire, conduit and support, breakers and miscellaneous electrical equipment necessary to provide the AC power, with generator backup, to Sprint's space. The AC Power feed is optional. The AC Power Feed is available with single or triple phase options. The AC Power Feed is rated on a per foot and per ampere basis.

8.3.1.8 Inspector Labor Charge. Provides for Qwest qualified personnel, acting as an inspector, when Sprint requires access to the C-POI after the initial installation. A call-out of an inspector after business hours is subject to a minimum charge of three hours. The minimum call-out charge shall apply when no other employee is present in the location, and an 'off-shift' Qwest employee (or contract employee) is required to go 'on-shift' on behalf of Sprint.

8.3.1.9 Reserved For Future Use.

8.3.1.10 Interconnection Tie Pairs (ITP) are described in the UNE Section, and apply for each Unbundled Network Element, ancillary service or Interconnection service delivered to Sprint. The ITP provides the connection between the Unbundled Network Element, ancillary service or Interconnection service and the Demarcation Point.

8.3.1.11 Collocation Terminations. Terminations are purchased by Sprint for the purpose of interconnection or accessing Unbundled Network Elements. These terminations may be requested in Shared Access and Direct Connection Configurations.

8.3.1.11.1 Shared Access

8.3.1.11.1.1 In a Shared Access configuration, there are multiple frames that could be designated as an ICDF or appropriate Demarcation Point including, but not limited to, the following:

a) Existing Interconnection Distributing Frame (ICDF)

b) Existing DSX Panels for DS1 and DS3 services

c) New Interconnection Distributing Frame

d) Existing Toll Frame

e) Fiber Distribution Panel

f) Existing intermediate frame

8.3.1.11.1.2 The ICDF is the test access point. It would not be uncommon to find multiple service providers, including Qwest, on the ICDF at any one time. This element includes Qwest's provided termination blocks, installation labor between Sprint collocated equipment and the appropriate cross connect device. Cabling is also required and may be provided by Sprint or at their request, Qwest will provide cabling at an additional charge. When Qwest provides the cabling, Collocation Block Termination rates will apply as contained in Exhibit A of this Agreement. When Sprint provides the cabling, Collocation Termination rates, on a per termination basis, will apply as contained in Exhibit A of this Agreement. When Sprint provides and installs the tie cables, blocks and terminations on the ICDF, no Collocation Termination rates will apply.

8.3.1.11.2 Direct Connection

8.3.1.11.2.1 Direct Connection provides an uninterrupted path from the Collocation space to an existing frame. This option will guarantee that there will not be an ICDF. The connection will be designed from the Collocation space to the same frame that Qwest uses to connect to that specific service. For example, if Sprint wants to connect directly from their Collocation space to a 911 router, the infrastructure for the 911 trunks will terminate in a DS1 bay location with the 911-router circuits. There are several options for the location of the Demarcation Point. Sprint will select their desired option via the supplemental Direct Connection (DC-POT) With Collocation Form DC050900. If Sprint chooses a demarcation inside the Collocation space, the collocator should order and install the termination equipment itself. Demarcation equipment must be noted on the order form so that a CLLI code and unique tie cable assignments can be generated for systems flow through.

If Sprint chooses a demarcation outside its Collocation space, Qwest will maintain and inventory this device. Direct terminations may be ordered where frame space is available. If frame space is exhausted the terminations may need to be made at another frame. Upon completion of the pre-provisioning of the Direct Connection, Sprint will receive an Alternate Point of Termination (APOT) form so that they may order Finished Services and UNEs. Sprint will be responsible for augmenting terminations as required. The Direct Connection APOT information must be provided on the ASR or LSR to insure that the services are designed to the dedicated path.

8.3.1.11.2.2 Sprint's termination point will require a CLLI code (e.g., Frame Number) and the dedicated tie pairs will require a unique name to enable automatic assignment through TIRKS™ and SWITCH™ via Carrier Facilities Address (CFA) methods.

8.3.1.11.2.3 If Sprint wishes to arrange terminations on a 2-wire POTS level cross-connect device of the modular type, i.e. COSMIC™ Hardware, standard-engineering principles will apply. Provisioning intervals and costs will be customized and determined on an individual case basis (ICB). A five (5) year forecast including terminations per quantities will be required. MELD™ runs will be required for the initial COSMIC™ plan and each subsequent block addition. To minimize Sprint's cost, to the extent feasible, Qwest shall consolidate Sprint's requirements with the requirements of Qwest and other CLECs into a single MELD™ run whenever feasible. Costs of such consolidated MELD™ runs shall be prorated among the Parties, including Qwest, Minimum installation requires at least one (1) block for every two (2) outside plant modules. A one half (½) shelf of block capacity must be reserved for future block space.

8.3.1.11.2.4 Requests for terminations at a DSO, DS1, DS3 and optical level (non-POTS) may also be made directly to the respective frame or panel (i.e. toll frame, DSX, FDP, etc.). Direct Connections to these frames do not require MELD™ runs and short jumper engineering principals, as with the COSMIC™ frame. However these connections will require coordination between Qwest and Sprint to ensure that the cable is terminated in an existing frame with the service that Sprint is wishing to connect with. Direct Connection is ordered via the supplemental Collocation order form, Direct Connection (DC-POT) With Collocation Form DC050900. Timing, pricing and feasibility will be determined on the basis of a specific, in-depth building analysis. Direct Connections are available where available frame space permits. If frame space is exhausted, terminations may need to be made at another frame. Space availability will be determined during the feasibility request phase of the order. Rates for Direct Connection Terminations will be on an ICB basis using rates defined in Exhibit A.

8.3.1.11.3 Terminations must be purchased in the following increments: DS0 in blocks of 100; DS1 in increments of one (1); and DS3 in increments of

one (1) coaxial cable or fiber pair.

8.3.1.12 Security Charge. This charge applies to the keys/card and card readers, required for Sprint access to the Qwest Premises for the purpose of Collocation. Charges are assessed per Sprint employee, per card, per Premises on a monthly basis.

8.3.1.13 Composite Clock/Central Office Synchronization. Recovers the cost of providing composite clock and/or DS1 synchronization signals traceable to a stratum one source. Sprint must determine the synchronization requirements for Sprint's equipment and notify Qwest of these requirements when ordering the clock signals. Central Office Synchronization is required for Virtual Collocation involving digital services or connections. Synchronization may be required for analog services. Central Office Synchronization is available where Qwest Central Offices are equipped with Building Integrated Timing Supply (BITS). The rate is applied on a per Port basis in accordance with Exhibit A.

8.3.1.14 -48 Volt DC Power Cable Charge. Provides for the transmission of -48 volt DC power to the collocated equipment and is fused at one hundred twenty-five percent (125%) of request. It includes engineering, furnishing and installing the main distribution bay power breaker, associated power cable, cable rack and local power bay to the closest power distribution bay. It also includes the power cable (feeders) A and B from the local power distribution bay to the leased physical space (for Caged or Cageless Physical Collocation) or to the collocated equipment (for Virtual Collocation). It is charged per foot, per A and B feeder.

8.3.1.15 Space Availability Report Charge – Recovers the cost of preparing a Space Availability Report in accordance with Section 8.2.1.9.1.

8.3.1.16 CLEC-to-CLEC Connection Charge. Recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable. There will be recurring charges for cable racking.

8.3.1.17 Microwave Entrance Facility – The charges for Microwave Entrance Facility include the recurring and nonrecurring charges associated with preliminary rooftop engineering and survey analysis, Premises structural analysis and line of sight feasibility, if performed by Qwest; space rental for the rooftop and existing antenna support structure, cable racking, cable, building penetration for cable entry, and other work as required.

8.3.2 Rate Elements - Virtual Collocation

The following rate elements, as specified in Exhibit A, apply uniquely to Virtual Collocation.

8.3.2.1 Maintenance Labor. Provides for the labor necessary for repair of out of service and/or service-affecting conditions and preventative maintenance of Sprint virtually collocated equipment. Sprint is responsible for ordering maintenance spares. Qwest will perform maintenance and/or repair work upon receipt of the replacement maintenance spare and/or equipment from Sprint. A request for a maintenance technician after business hours is subject to a minimum charge of three (3) hours.

8.3.2.2 Training Labor. Provides for the training of Qwest personnel on a Metropolitan Statistical Area basis provided by the vendor of Sprint's virtually collocated equipment when that equipment is different from Qwest-provided equipment. Qwest will require three (3) Qwest employees to be trained per Metropolitan Statistical Area in which Sprint's virtually collocated equipment is located. If, by an act of Qwest, trained employees are relocated, retired, or are no longer available, Qwest will not require Sprint to provide training for additional Qwest employees for the same virtually collocated equipment in the same metropolitan area. Where more than one (1) CLEC in the same metropolitan area selects the same virtually collocated equipment, the training costs shall be prorated to each according to the number of CLECs.

8.3.2.3 Equipment Bay. Provides mounting space for Sprint virtually collocated equipment. Each bay includes the seven (7) foot bay, its installation, and all necessary environmental supports. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation is limited to 78 inches. The monthly rate is applied per shelf. Sprint may request use of alternate bay heights of 9 foot and 11 foot 6 inches, which will be considered on an Individual Case Basis. No Equipment Bay Charge is assessed if Sprint provides its own equipment bay.

8.3.2.4 Engineering Labor. Provides the planning and engineering of Sprint virtually collocated equipment at the time of installation, change or removal.

8.3.2.5 Installation Labor. Provides for the installation, change or removal of Sprint virtually collocated equipment.

8.3.2.6 Floor Space Lease. Required for Virtual Collocation only in the instance where Sprint provides its own equipment bay. This rate element provides the monthly lease for the space occupied by the Sprint-provided equipment bay, including property taxes and base operating cost without –48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or –48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises areas surrounding the Sprint-provided equipment bay and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the Sprint-provided equipment bay.

8.3.3 Rate Elements - Physical Collocation

8.3.3.1 Space Construction and Site Preparation. Includes the material and labor to construct and prepare the space, including all support structure, cable racking and lighting required to set up the space. It also includes air conditioning (to support Sprint loads specified), lighting (not to exceed 2 watts per square foot), and convenience outlets (3 per caged or Cageless Collocation or number required by building code) and the cost associated with space engineering. If a new line-up is established for Cageless Collocation, an AC power outlet will be provided at every other bay in the line-up. Cageless bays placed in existing line-ups will use the existing outlets. For Caged Collocation, it includes a nine foot high cage enclosure. Sprint may choose from Qwest approved contractors or may use another vendor of Sprint's own choosing, subject to Qwest's approval, which may not be unreasonably withheld, to construct the space,

including the cage in the case of Caged Collocation, in accordance with NEBS Level 1 safety requirements. Pricing for the Space Construction and Site Preparation is described in Exhibit A. In the case of Shared Collocation, Qwest may not increase the cost of site preparation or nonrecurring charges above the TELRIC cost for Provisioning such a cage of similar dimensions and material to a single collocating Party, and Qwest must prorate the charge for site conditioning and preparation by determining the total charge for site preparation and allocating that charge to Sprint based on the percentage of the total space used by Sprint. Qwest must in all cases of shared space Collocation allocate space preparation, conditioning, security measures and other Collocation charges on a pro-rated basis to ensure that the charges paid by Sprint as a percentage of the total overall space preparation and conditioning expenses do not exceed the percentage of the total Collocation space used by Sprint.

8.3.3.2 Floor Space Lease. Provides the monthly lease for the leased physical space, property taxes and base operating cost without -48 volt DC power. Includes convenience 110 AC, 15 amp electrical outlets provided in accordance with local codes and may not be used to power transmission equipment or -48 volt DC power generating equipment. Also includes maintenance for the leased space; provides for the preventative maintenance (climate controls, filters, fire and life systems and alarms, mechanical systems, standard HVAC); a pro-rata share of biweekly housekeeping services (sweeping, spot cleaning, trash removal) of Qwest Premises common areas surrounding the leased physical space and general repair and maintenance. The Floor Space Lease includes required aisle space on each side of the cage enclosure, as applicable.

8.3.3.3 Reserved For Future Use.

8.3.3.4 Collocation Grounding Charge. Used to connect the Premises common ground to Sprint equipment. Recurring and nonrecurring charges are assessed per foot to Sprint's equipment.

8.3.4 Rate Elements - ICDF Collocation

8.3.4.1 The charges for ICDF Collocation are the nonrecurring and recurring charges associated with the Unbundled Network Elements, finished services or ancillary services ordered by Sprint, the cost of extending the Unbundled Network Elements or ancillary services to the Demarcation Point, which are recovered through the ITP charges described in the UNE Section, and the Security charge, described in this Section.

8.3.5 Rate Elements – Adjacent Collocation

8.3.5.1 The charges for Adjacent Collocation will be developed on an Individual Case Basis, except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined, depending on the specific needs of Sprint and the unique nature of the available adjacent space (e.g., existing structure or new structure to be constructed).

8.3.6 Rate Elements – Remote Collocation and Adjacent Remote Collocation

8.3.6.1 The charges for Remote Collocation will be developed on an Individual Case Basis except where the Commission finds that standard pricing elements can be reasonably identified and their costs determined.

8.3.7 Rate Elements – CLEC-to-CLEC Connections

8.3.7.1 The charges for CLEC-to-CLEC Connections are addressed in Section 8.3.1.16.

8.4 Ordering

8.4.1 Ordering - All Collocation

8.4.1.1 Reserved For Future Use.

8.4.1.1.1 Nothing in this Agreement shall be construed to preclude Sprint from submitting an order for Collocation prior to Sprint's execution of this Agreement. If, however, the Collocation interval is completed before this Agreement or another Interconnection agreement becomes effective, the rates, terms, and conditions of this Agreement shall apply to such Collocation.

8.4.1.2 Any material changes, modifications or additional engineering (Material Changes) requested by Sprint, subsequent to its original Collocation order, as to the type and quantity of equipment or other aspects of the original Collocation order, must be submitted with a revised Collocation Application. For purposes of this section, Material Changes are changes that would significantly impair Qwest's ability to provision the requested Collocation within the applicable intervals if the changes are provisioned with the original Collocation order and would require Qwest to incur financial penalties under the terms of this Agreement or other Applicable Law. Qwest shall determine the additional time required to comply with Sprint's request for Material Changes (Additional Time), and Sprint shall have the option of (a) having the request for Material Changes implemented with the original Collocation order (within the original Provisioning intervals) as extended by the Additional Time; or (b) having Qwest process and provision the request as a subsequent construction activity or augmentation to the original Collocation order. Any nonmaterial changes, modifications, or additional engineering requested by Sprint, subsequent to its original Collocation order, may be submitted with a revised Collocation Application or otherwise communicated to Qwest and shall be implemented with the original Collocation order within the original applicable intervals.

8.4.1.3 There are three (3) primary steps in the ordering of Collocation – 1) Forecasting, 2) Application, and 3) Acceptance of Quote.

8.4.1.4 Sprint shall submit an annual forecast, updated at the end of each quarter, of its future Collocation requirements. The quarterly forecast shall be reviewed by Sprint and the Qwest account team. Sprint's forecast shall be considered accurate for purposes of Collocation intervals if the subsequent Collocation Application correctly identifies a) and e) below, and b) and c) below are within twenty percent (20%) of the forecast. If at the time the Application is made the forecasted type of Collocation is not

available, Sprint may specify a different type of Collocation without affecting the Collocation intervals. The forecast shall include, for each Qwest premises, the following:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation (optional);

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, ICDF, Virtual, etc.);

f) Reserved For Future Use.

g) Entrance Facility Type (e.g., Express Fiber, Private Line);

h) Type and Quantity of Terminations (optional); and

i) Month or Quarter, during or after which, Sprint expects to submit its Collocation Application.

8.4.1.4.1 The following terms shall apply to the forecasting process:

a) Sprint forecasts shall be provided as detailed in Section 8.4.1.4;

b) Sprint forecasts shall be confidential information and Qwest may not distribute, disclose or reveal, in any form, Sprint forecasts other than as allowed and described in subsections 5.16.9.1 and 5.16.9.2.

c) Reserved for Future Use

d) Reserved for Future Use

8.4.1.5 Sprint shall submit a Collocation Application to order Collocation at a particular Qwest Premises. A Collocation Application shall be considered complete, if it contains:

a) Identification of the Qwest Premises;

b) Floor space requirements, including the number of bays for a Cageless Collocation arrangement;

c) Power requirements;

d) Heat Dissipation;

e) Type of Collocation (e.g., Caged Physical, Cageless Physical, Shared, Virtual, etc.);

f) Collocated equipment and technical equipment specifications (Manufacturer Make, Model No., Functionality i.e., Cross Connect, DLC, DSLAM, Transmission, Switch, etc., Physical Dimensions, Quantity). (Note: Always allowed are DSLAM, ATMs, RSUs, routers and concentrators, testing and network management equipment). Sprint must provide a written inventory to Qwest of all switching equipment and a description of how it will be used for interconnection and/or access to Unbundled Network Elements. High level equipment interface or connectivity schematic for equipment that has not been used by Sprint for a similar purpose before, must also accompany this Application.

g) Entrance Facility Type;

h) Type and Quantity of Terminations;

i) If desired, an alternate form of Collocation if first choice is not available; and

j) Billing Contact.

8.4.1.5.1 Parties will work cooperatively to ensure the accuracy of the Collocation Application. If Qwest determines that the Application is not complete, Qwest shall notify Sprint of any deficiencies within ten (10) calendar Days after receipt of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being notified via both fax and e-mail of the deficiencies.

8.4.1.6 Acceptance – After receipt of a Collocation Quote Form from Qwest, Sprint shall formally accept the quote in order for Qwest to continue the processing of the Collocation Application. A Collocation Acceptance shall be considered complete, if it contains:

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges.

8.4.1.7 Collocation Space Reservation – allows Sprint to reserve space and identify, to the extent available, infrastructure incidental to that space such as power, HVAC, in a Qwest Premises for up to one (1) year for transmission equipment (ATM, packet switching, DSLAM), three (3) years for circuit switching equipment, and five (5) years for power equipment. Sprint may reserve space in a particular Qwest Premises through the Collocation Space Reservation Application Form. Requests for contiguous space will be honored, if available.

8.4.1.7.1 Collocation Space Reservation Application – Upon receipt of the Collocation Space Reservation Application Form, Qwest will provide space feasibility within ten (10) calendar Days.

8.4.1.7.2 Collocation Space Reservation Quotation – If space is available,

Qwest will provide a specific price quote based on the requested Collocation requirements described on the Collocation Space Reservation Application Form. The quote and a Billing invoice for twenty-five percent (25%) payment of nonrecurring charges will be sent to Sprint within twenty-five (25) calendar Days from the Collocation Space Reservation Application receipt.

8.4.1.7.2.1 Collocation Space Reservation Acceptance. Sprint must electronically submit Acceptance or non-Acceptance of the quote within seven (7) calendar Days of receipt of the quotation. If Sprint submits the Acceptance between eight (8) and thirty (30) calendar Days of receipt of the quotation, Qwest will honor the reservation upon receipt of the payment only if Qwest does not receive a competing request for the same space from another CLEC. Qwest will not honor reservations if Sprint submits the Acceptance more than thirty (30) calendar Days after receipt of the quote.

8.4.1.7.3 Upon receipt of the twenty-five percent (25%) payment, Qwest will reserve the space on behalf of Sprint in accordance with the Application and take necessary steps to ensure the availability of power, HVAC and other components reflected on the application for reservation. Qwest will hold the reservation for the applicable reservation period after the twenty-five percent (25%) payment. This payment will be applied to the subsequent Collocation Application.

8.4.1.7.4 Sprint may cancel the reservation at any time during the applicable reservation period. Upon notification of the cancellation, Qwest will refund a prorated portion of the twenty-five percent (25%) payment as follows:

a) Cancellation notification within ninety (90) calendar Days from receipt of wire transfer, seventy five percent (75%) of the initial down payment will be returned to Sprint;

b) Cancellation notification within ninety-one (91) and one hundred and eighty (180) calendar Days from receipt of wire transfer, fifty percent (50%) of the initial down payment will be returned to Sprint;

c) Cancellation notification within one hundred and eighty-one (181) and two hundred and seventy (270) calendar Days from receipt of wire transfer, twenty-five percent (25%) of the initial down payment will be returned to Sprint; and

d) Cancellation notification after two hundred and seventy (270) calendar Days from receipt of wire transfer, zero percent (0%) of the initial down payment will be returned to Sprint.

8.4.1.8 Collocation Space Option

8.4.1.8.1 Sprint, Qwest, and Qwest Affiliates may Option space in Qwest Wire Center Premises in accordance with the terms of this Section 8.4.1.8 for the following equipment and time periods:

a) Transmission equipment – one (1) year

b) Circuit switching equipment – three (3) years

c) Power plants –five (5) years

8.4.1.8.2 Optioned space is offered to Sprint for Caged, Cageless, and Virtual Collocation. To promote fairness and prevent warehousing, the following limits apply:

a) The Party requesting the Option may specify the amount of space to be Optioned but not a specific location within the Wire Center. Sprint may also request space be contiguous to its existing Collocation space.

b) A requesting CLEC may Option one (1) Collocation space per Wire Center.

c) The maximum amount of space per Wire Center to be Optioned is:

- 200 square feet for Caged Collocation

- 4 bays for Cageless and Virtual Collocation

8.4.1.8.3 The Collocation Space Option Application form will be processed upon receipt of a properly completed request. Such form shall be considered properly completed if it contains identifying information of Sprint, the applicable Qwest Premises, the amount of Collocation space sought, the type of Collocation (Caged, Cageless, Virtual) and the type of equipment (from the categories identified in Section 8.4.1.8.1) for which the option is being sought. Sprint must have met all past and present undisputed financial obligations to Qwest. Upon receipt of the Collocation Space Option Application form, Qwest will confirm in writing, within ten (10) calendar Days, the availability of, and price quote (the "Option Fee") for the Optioned space. If space is not available, Qwest will deny the request in writing, stating the reason for such denial.

8.4.1.8.4 Sprint must electronically submit Acceptance with full payment of the nonrecurring portion of the Option Fee, or acknowledge non-Acceptance of the quoted Option Fee, within seven (7) calendar Days of receipt of the quotation. When Qwest takes an Option on space for itself, Qwest shall impute an amount equal to the Option Fee to the appropriate operations for which the Optioned Space applies. The Option quote expires seven (7) calendar Days after delivery to Sprint.

8.4.1.8.5 Upon receipt of Acceptance and full payment of the nonrecurring portion of the Option Fee, Qwest will Option the space on behalf of Sprint including the contiguous space requests if available (or itself if appropriate) and the Option time frame will begin. The prioritization of Optioning will be based upon the date and time of the Acceptance. The earlier in time an Acceptance is received by Qwest, the higher in priority is such Option. The Option is limited to space only and does not include other elements required to provision the

Collocation.

8.4.1.8.6 In order for an Option request to avoid expiration, Sprint must:

a) Submit a Collocation Application during the Option time frame; or

b) The Option may be renewed if a Collocation Space Option Application is received at least ten (10) calendar Days prior to the expiration of the term of the existing Option. The priority of a renewed Option is determined by the date Sprint accepts the quote from Qwest on Sprint's renewal application.

8.4.1.8.7 First Right of Refusal – If Qwest receives a valid Collocation Application (CLEC A is the requesting Party) for a Qwest Wire Center in which all available space has been occupied or Optioned, the following provisions for First Right of Refusal will apply:

8.4.1.8.7.1 All Qwest out of space reporting requirements apply to the Collocation Application (Sections 8.2.1.11 and 8.2.1.12). In addition, Qwest will provide CLEC A with Option space information (e.g., Caged and Cageless Optioned space) that may fulfill the requirements of CLEC A's Collocation Application. At CLEC A's request, Qwest will initiate the Option Enforcement Notice process by notifying the Option Party or Parities with the most recent space Option(s) that meets the requirements of CLEC A's Collocation Application.

8.4.1.8.7.2 The Option Enforcement Notice serves as notification to the Option Party that Qwest is in possession of a valid Collocation Application, and calls for the Option Party to exercise their Right of First Refusal, or relinquish their space Option. The Option Party may exercise it's Right of First Refusal by submitting either a Collocation Application as set forth in Section 8.4.1.5, or by submitting the Collocation Space Reservation Application set forth in Section 8.4.1.7, within ten (10) calendar Days of receipt of the Option Enforcement Notice. This process continues for all Optioned space until all Optioned space is exercised or Optioned space is relinquished (affirmatively by Sprint or upon expiration of the notice period, whichever is earlier) to fulfill the Collocation Application. Once Optioned space has been relinquished for use to fulfill the Collocation Application, the standard ordering terms and conditions for Collocation shall apply.

8.4.1.8.7.3 Where contiguous space has been Optioned, Qwest will make its best effort to notify Sprint if Qwest, its Affiliates or Sprint require the use of Sprint's contiguous space. Upon notification, Sprint will have seventy-two (72) hours to indicate its intent to submit a Collocation Application or Collocation Reservation. Sprint may choose to terminate the contiguous space Option or continue without the contiguous provision.

8.4.1.8.7.4 The rate elements for the Collocation Space Option are comprised of the following:

a) Space Option Administration Fee is a nonrecurring fee for all Collocation Space Option requests and covers the processing of application, feasibility, common space engineering, records management, and administration of the First Right of Refusal process.

b) Space Option Fee is a monthly recurring fee that will be charged based upon the amount of space being optioned, at two dollars ($2.00) per square foot per month.

8.4.1.8.8 In the event that the Option Party proceeds with a Collocation Application for optioned space, all payments made pursuant to Section 8.4.1.8.7.4(b) above shall be applied to such Application.

8.4.1.9 Qwest shall use its best efforts to meet the intervals called for in this Agreement. The intervals for virtual collocation, physical collocation, and ICDF collocation apply to the first five (5) collocations from Sprint per week, per state; however, Qwest shall accept more than five applications from Sprint per week per state. If six or more collocation applications are submitted by Sprint in a one week period in the same state, Qwest will meet the intervals for the applications in excess of the first five, unless Qwest demonstrates that the collocation applications received from Sprint during such one week period are an extraordinary number of applications. If Sprint agrees, the interval for the collocation applications in excess of the first five shall be individually negotiated in that state, but in no event shall the collocation interval exceed 150 Days. If Qwest and Sprint cannot agree on negotiated intervals, the Parties agree to an expedited escalation to upper-level management for resolution. In those instances where resolution was not reached through escalation within five business days, then Qwest must demonstrate to the Commission that its inability to meet the intervals for such collocation applications in excess of the first five is due to the fact that Qwest received an extraordinary number of complex collocation applications within in a limited time frame.

8.4.1.10 Recurring charges will not begin to accrue for any element until Qwest delivers that element to Sprint. To the extent that Sprint self-provisions any Collocation element, Qwest may not impose any charges for Provisioning that element.

8.4.1.11 Once Sprint accepts the quote for a collocation site, Qwest will provide a preliminary APOT form to Sprint. This form will be delivered at least fifteen (15) Days prior to the Ready for Service (RFS) date and will contain the terminations as originally assigned by Qwest. The terminations identified on the preliminary APOT form are subject to change until Qwest completes the collocation site preparation, on or before the RFS date, and Sprint has paid 100% of the non-recurring charges associated with the collocation site, Qwest will deliver a final APOT form to Sprint. If Sprint has utilized its preliminary APOT form to place orders, Sprint must verify the information against its final APOT form. If the information has changed from the preliminary APOT form to the final APOT form, Sprint must supplement those affected orders to include the correct information.

8.4.2 Ordering - Virtual Collocation

8.4.2.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space, power and HVAC can be found for the placement of Sprint's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days of receipt of a complete Application. As part of the feasibility study, Qwest will also notify Sprint of any known circumstance that may impact Collocation space and related facilities.

8.4.2.1.1 If Qwest determines that the Application is not complete, Qwest shall notify Sprint of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being notified by e-mail of the reason(s) for the deficiencies.

8.4.2.2 Quotation – If Collocation entrance facilities and space are available, Qwest will develop a price quotation within twenty-five (25) calendar Days of completion of the feasibility study. Subsequent requests to augment an existing Collocation also require receipt of an Application. Adding plug-ins, e.g., DS1 or DS3 cards to existing virtually collocated equipment, will be processed and provisioned within ten (10) business days without a quote preparation fee. Virtual Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period the Collocation entrance facility and space are reserved pending Sprint's Acceptance of the quoted charges.

8.4.2.3 Acceptance -- Upon receipt of complete Collocation Acceptance, as described in 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.2.4 Interval -- The interval for Virtual Collocation shall vary depending upon four factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether Sprint provides its Acceptance within seven (7) calendar Days receipt of the quotation; 3) whether Sprint delivers its collocated equipment to Qwest in a timely manner, which shall mean within fifty-three (53) calendar Days of the receipt of the complete Collocation Application; and 4) whether the Application requires major infrastructure additions or modifications. The installation of line cards and other minor modifications shall be performed by Qwest on shorter intervals and in no instance shall any such interval exceed thirty (30) calendar Days. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.2.4.1 Forecasted Applications with Timely Acceptance – If an Application is included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application,

Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If Sprint's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of Sprint's equipment.

8.4.2.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If Sprint's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within forty-five (45) calendar Days of the receipt of all of Sprint's equipment. If Sprint submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, the Application shall be resubmitted by Sprint.

8.4.2.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if space is available, and special conditioning is required, but not major infrastructure, and if Sprint provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application. If space is available and no special conditioning is required and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If Sprint's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of Sprint's equipment.

8.4.2.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if space is available and special conditioning is required, but not major infrastructure, and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation

Acceptance. If space is available and no special conditioning is required and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If Sprint's equipment is not delivered to Qwest within fifty-three (53) calendar Days after receipt of the complete Collocation Acceptance, Qwest shall complete the Collocation installation within seventy-five (75) calendar Days of the receipt of all of Sprint's equipment.

8.4.2.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate Sprint's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.2.4.3 through 8.4.2.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, and if all of Sprint's equipment is available at the Qwest Premises no later than fifty-three (53) calendar Days after receipt of the complete Collocation Application, Qwest shall propose to complete its installation of the Collocation arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to Sprint as a part of the quotation. Sprint may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.2.4.6 Major Infrastructure Modifications where Sprint Forecasts its Collocation or Reserves Space– If Sprint's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.2.4.1 and 8.4.2.4.2 when Sprint submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with Sprint for an extended interval. Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.3 Ordering - Caged and Cageless Physical Collocation

8.4.3.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5 Qwest will perform a feasibility study to determine if adequate space, power, and HVAC can be found for the placement and operation of Sprint's equipment within the Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application. As part of the feasibility study, Qwest will notify Sprint of any known circumstance that may impact any ordered Collocation space and related facilities.

8.4.3.1.1 If Qwest determines that the Application is not complete, Qwest shall notify Sprint by e-mail of the reason(s) for any and all deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its

place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being notified of the deficiencies.

8.4.3.2 Quotation – If Collocation entrance facilities and space are available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. Physical Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the Collocation entrance facility and space is reserved pending Sprint's Acceptance of the quoted charges.

8.4.3.3 Acceptance --Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6 space will be reserved and construction by Qwest will begin.

8.4.3.4 Interval – The interval for Physical Collocation shall vary depending upon three factors – 1) whether the request was forecasted in accordance with Section 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7; 2) whether Sprint provides its Acceptance within seven (7) calendar Days of receipt of the quotation; and, 3) whether the Application requires major infrastructure additions or modifications. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.3.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If Sprint submits its Acceptance more than thirty (30) calendar Days after receipt of the Qwest quotation, a new Application shall be resubmitted by Sprint.

8.4.3.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if space is available and no special conditioning is required, and if Sprint provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if special conditioning is required, but not major infrastructure, and if Sprint provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest

shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Application.

8.4.3.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if space is available and no special conditioning is required, and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application and if space is available and special conditioning is required, but not major infrastructure, and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within one hundred and twenty (120) calendar Days of the receipt of the complete Collocation Acceptance.

8.4.3.4.5 Intervals for Major Infrastructure Modifications Where No Forecast is Provided – An unforecasted Collocation Application may require Qwest to complete major infrastructure modifications to accommodate Sprint's specific requirements. Major infrastructure modifications that may be required include conditioning space, permits, DC Power Plant, Standby Generators, Heating, Venting or Air Conditioning Equipment. The installation intervals in Sections 8.4.3.4.3 through 8.4.3.4.4 may be extended, if required, to accommodate major infrastructure modifications. When major infrastructure modifications as described above are required, Qwest shall propose to complete its installation of the Collocation Arrangement within an interval of no more than one hundred and fifty (150) calendar Days after receipt of the complete Collocation Application. The need for, and the duration of, an extended interval shall be provided to Sprint as a part of the quotation. Sprint may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

8.4.3.4.6 Major Infrastructure Modifications where Sprint Forecasts its Collocation or Reserves Space. If Sprint's forecast or reservation triggers the need for an infrastructure modification, Qwest shall take the steps necessary to ensure that it will meet the intervals set forth in Sections 8.4.3.4.1 and 8.4.3.4.2 when Sprint submits a Collocation Application. If not withstanding these efforts, Qwest is unable to meet the interval and cannot reach agreement with Sprint for an extended interval, Qwest may seek a waiver from the Commission to obtain an extended interval.

8.4.4 Ordering - Interconnection Distribution Frame (ICDF) Collocation

8.4.4.1 Application -- Upon receipt of a complete Collocation Application as described in Section 8.4.1.5, Qwest will perform a feasibility study to determine if adequate space can be found for the placement and operation of Sprint's terminations within the Wire Center. The feasibility study will be provided within ten (10) calendar

Days from date of receipt of a complete Application. As part of the feasibility study, Qwest will also notify Sprint of any known circumstance that may impact the ordered Collocation space and related facilities. The ICDF Collocation Application shall include a Sprint-provided eighteen (18) month forecast of demand, by DS0, DS1 and DS3 capacities, that will be terminated on the Interconnection Distribution Frame by Qwest on behalf of Sprint. Such forecasts shall be used by Qwest to determine the sizing of required tie cables and the terminations on each Interconnection Distribution Frame as well as the various other frames within the Qwest Wire Center.

8.4.4.1.1 If Qwest determines that the Application is not complete, Qwest shall notify Sprint of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.4.2 Quotation -- If space is available, Qwest will develop a quote for the supporting structure. Qwest will complete the quotation no later than twenty-five (25) calendar Days of providing the feasibility study. ICDF Collocation price quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending Sprint's Acceptance of the quoted charges.

8.4.4.3 Acceptance -- Upon receipt of a complete Collocation Acceptance, as described in Section 8.4.1.6, space will be reserved and construction by Qwest will begin.

8.4.4.4 Interval – The interval for ICDF Collocation shall vary depending upon two (2) factors – 1) whether the request was forecasted in accordance with 8.4.1.4 or the space was reserved, in accordance with Section 8.4.1.7 and 2) whether Sprint provides its Acceptance within seven (7) calendar Days of the quotation. When Qwest is permitted to complete a Collocation installation in an interval that is longer than the standard intervals set forth below, Qwest shall use its best efforts to minimize the extension of the intervals beyond such standard intervals.

8.4.4.4.1 Forecasted Applications with Timely Acceptance – If a Premises is included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance within seven (7) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application.

8.4.4.4.2 Forecasted Applications with Late Acceptance – If a Premises is included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance. If Sprint submits its Acceptance more than thirty (30) days after receipt of the Qwest quotation, the Application shall be resubmitted by Sprint.

8.4.4.4.3 Unforecasted Applications with Timely Acceptance – If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application, and if Sprint provides a complete Acceptance within seven (7) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Application, unless Qwest can demonstrate that the Premises does not have an existing ICDF, or space for a new ICDF. If Qwest can demonstrate that such ICDF space is not available, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Application. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to Sprint as a part of the quotation. Sprint may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.4.4.4 Unforecasted Applications with Late Acceptance – If a Premises is not included in Sprint's forecast at least sixty (60) calendar Days prior to submission of the Application and if Sprint provides a complete Acceptance more than seven (7) calendar Days but less than thirty (30) calendar Days after receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Collocation arrangement within forty-five (45) calendar Days of the receipt of the complete Collocation Acceptance, unless Qwest can demonstrate that the Premises does not have an existing ICDF or space for a new ICDF. If Qwest can demonstrate that such ICDF space is not available, Qwest shall complete its installation of the Collocation arrangement within ninety (90) calendar Days of the receipt of the complete Collocation Acceptance. This interval may be lengthened if space must be reclaimed or reconditioned. The need for an extended interval shall be provided to Sprint as a part of the quotation. Sprint may dispute the need for an extended interval, in which case Qwest must request a waiver from the Commission.

8.4.5 Ordering – Adjacent Collocation

8.4.5.1 If space for Physical Collocation in a particular Qwest Premises is not available at the time of Sprint's request, Sprint may request Qwest to conduct a feasibility study for Adjacent Collocation for that Premises site. Qwest and Sprint may conduct a joint site visit of such Premises to determine if suitable arrangements can be provided on Qwest's property. Qwest will make available to Sprint, within ten (10) business days, drawings of the Qwest physical structures above and below ground for the requested Adjacent Collocation site.

8.4.5.2 If a new structure is to be constructed, the interval shall be developed on an Individual Case Basis, to account for the granting of permits or ROW, if required, the provision of Collocation services by Qwest, in accordance with Sprint's Application, and the construction by Sprint of the adjacent structure. If Sprint disputes the interval proposed by Qwest, Qwest must promptly petition the Commission for approval of such disputed interval.

8.4.5.3 If Adjacent Collocation is provided within an existing Qwest Premises, the ordering procedures and intervals for Physical Collocation shall apply.

8.4.6 Ordering – Remote Collocation and Adjacent Remote Collocation

8.4.6.1 The ordering procedures and intervals for Physical Collocation or Virtual Collocation shall apply to Remote Collocation, and to Adjacent Remote Collocation provided within an existing Qwest Premises, except Sections 8.4.3.4.3 and 8.4.3.4.4. Remote Collocation and Adjacent Remote Collocation are ordered using the Remote Collocation Application Form.

8.4.6.2 If space for Physical Collocation or Virtual Collocation, in a particular Qwest Remote Premises, is not available at the time of Sprint's request, Sprint may order Adjacent Remote Collocation using the ordering procedures described above for Adjacent Collocation in Sections 8.4.5.1 and 8.4.5.2.

8.4.7 Reserved for future use

8.4.8 Ordering – Direct Connections

8.4.8.1 Application – Where Direct Connection is requested in a Wire Center where Sprint already has established Collocation, upon receipt of the applicable portions of a complete Collocation Application as described in Section 8.4.1.5 (Subsections a, e, h and j), Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of copper, coax, or fiber optic cable, or any other Technically Feasible method, used for Direct Connection (as described in Section 8.3.1.11.2). The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application.

8.4.8.1.1 If Qwest determines that the Application is not complete, Qwest shall notify Sprint of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

8.4.8.2 Quotation – If existing cable racking is available, Qwest will provide Sprint with a quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate Sprint's request, Qwest shall provide a quote to Sprint no later than ten (10) calendar Days after receipt of a complete Collocation Application. Direct Connection quotes will be honored for thirty (30) calendar Days from the date the quote is provided. During this period, the space is reserved pending Sprint's Acceptance of the quoted charges.

8.4.8.3 Acceptance – There are two (2) forms of Acceptance for Direct Connection:

8.4.8.3.1 Direct Connection with existing cable rack. – Sprint must submit payment of one hundred percent (100%) of the quoted nonrecurring charges with its acceptance notification.

8.4.8.3.2 Direct Connection using new cable rack. – Upon receipt of a complete Acceptance from Sprint, as described in Section 8.4.1.6, Qwest will begin construction of the new cable rack.

8.4.8.4 Interval – The construction interval for Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required.

8.4.8.4.1 If Sprint provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

8.5 Billing

8.5.1 Billing - All Collocation

8.5.1.1 Upon completion of the Collocation construction activities and payment of the remaining nonrecurring balance, Qwest will provide Sprint a completion package that will initiate the recurring Collocation charges. Once this completion package has been signed by Sprint and Qwest, and Qwest has received the final fifty percent (50%) balance, Qwest will activate Sprint transport services and/or UNEs or ancillary services coincident with completion of the Collocation.

8.5.1.2 In the event Qwest has completed all associated construction activities and Sprint has not completed its associated activities (e.g., delivering fiber to the C-POI, or providing the equipment cables for connecting to the Interconnection Distribution Frame), Qwest will bill an adjusted amount of the remaining nonrecurring balance, close the job, and begin Billing the monthly recurring rent charge. In those instances where the job is delayed due to Sprint not having its fiber to the POI, Qwest will request the balance due minus the dollar amount specific to this work activity, and begin Billing the monthly recurring rent charge. Once Sprint has completed fiber placement, Sprint can request Qwest to return and complete the splicing activity at the rate reflected in this Agreement. In the case of missing equipment cables, Sprint will be responsible for installing the cables if not delivered at job completion. The installation activity must be conducted by a Qwest approved vendor and follow the designated racking route. Final test and turn-up will be performed under the Maintenance and Repair process contained herein.

8.5.2 Billing - Virtual Collocation

8.5.2.1 Virtual Collocation will be considered complete when the Premises is Ready for Service (RFS). Cooperative testing between Sprint and Qwest may be negotiated and performed to ensure continuity and acceptable transmission parameters in the facility and equipment.

8.5.3 Billing - Caged and Cageless Physical Collocation

8.5.3.1 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charges, Qwest will schedule with Sprint, a walk through of the space. During this joint walk through, Qwest will turn over access to the space and provide security access for the Premises. Upon completion of the Acceptance walk through, Sprint will be provided the Caged or Cageless Physical Collocation completion package. The monthly Billing for leased space, DC Power, Entrance Facility, and other associated monthly charges will commence with Sprint sign off on the completion of the physical space. Sprint may then proceed with the installation of its equipment in the Collocation space, unless early access has been arranged pursuant to Section 8.2.3.7. If Qwest, despite its best efforts, including notification through the contact number on the Collocation Application, is unable to schedule the walk through with Sprint within twenty-one (21) calendar Days of the RFS, Qwest shall activate the monthly recurring charges.

8.6 Maintenance and Repair

8.6.1 Virtual Collocation

8.6.1.1 Maintenance Labor, Inspector Labor, Engineering Labor and Equipment Labor business hours are considered to be Monday through Friday, 8:00 am to 5:00 pm (local time) and after business hours are after 5:00 pm and before 8:00 am (local time), Monday through Friday, all day Saturday, Sunday and holidays.

8.6.1.2 Installation and maintenance of Sprint's virtually collocated equipment will be performed by Qwest or a Qwest authorized vendor.

8.6.1.3 Upon failure of Sprint's virtually collocated equipment, Qwest will promptly notify Sprint of such failure and the corrective action that is needed. Qwest will repair such equipment within the same time periods and with failure rates that are no greater than those that apply to the performance of similar functions for comparable equipment of Qwest. Sprint is responsible for transportation and delivery of maintenance spares to Qwest at the Premises housing the failed equipment. Sprint is responsible for purchasing and maintaining a supply of spares.

8.6.2 Physical Collocation

8.6.2.1 Sprint is responsible for the Maintenance and Repair of its equipment located within Sprint's leased space.

8.6.3 Interconnection Distribution Frame

8.6.3.1 Sprint is responsible for block and jumper inventory and maintenance at the Interconnection Distribution Frame and using industry accepted practices for its terminations. Additionally, Sprint is responsible for having jumper wire and tools for such operations. Qwest is responsible for the overall repair and maintenance of the frame; including horizontal and vertical mounting positions, cable raceways, rings, and troughs, and general housekeeping of the frame.

8.6.4 Adjacent Collocation and Adjacent Remote Collocation

8.6.4.1 Sprint is responsible for the Maintenance and Repair of its equipment located within Sprint's Adjacent Collocation and Adjacent Remote Collocation space.

8.7 Collocation Cancellation

8.7.1 Description

8.7.1.1 Cancellation is available for all Collocation sites under a particular Billing Authorization Number (BAN) for which Sprint has not received notification of completion from Qwest. A Cancellation will only occur upon request by Sprint.

8.7.1.2 Cancellation is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.7.1.3 All other types of collocation to be cancelled will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest Wholesale Collocation Project Manager.

8.7.1.4 A request for Cancellation is irrevocable once Qwest has accepted the application.

8.7.2 Terms and Conditions

8.7.2.1 Sprint may only submit a Cancellation Application if a Collocation quote has been accepted and the initial payment has been paid. The collocation Cancellation may only be initiated if the Collocation job is in progress and not yet complete.

8.7.2.2 Qwest will stop work on a job in progress upon receipt and acceptance by Qwest of a valid Cancellation Application.

8.7.2.3 Based on when the Cancellation Application is received by Qwest, the completion status of the Collocation job and the determination of the amount paid to Qwest, the following will occur: Qwest will cancel the Collocation job in progress, conduct an inventory, and issue a final revised quote setting forth the amount due or the appropriate adjustments. The revised final quote will be issued within 30 calendar days of Qwest's acceptance of the Cancellation Application.

8.7.2.4 The Quote Preparation Fee (QPF) for the original Collocation Request must be paid, if the job is cancelled.

8.7.2.5 In the event Splitter Collocation with the BAN of the collocation site is to be canceled, such Splitter Collocation will be cancelled automatically pursuant to the submitted Cancellation Application.

8.7.2.6 In the event that Sprint has requested Direct CLEC-to-CLEC with the BAN of the collocation site to be cancelled, such Direct CLEC-to-CLEC

will be cancelled automatically pursuant to the submitted Cancellation Application.

8.7.3 Rate Elelements Pursuant to the standard terms of the Facility Cancellation Agreement, Qwest will not charge for the cancellation service except as specifically provided herein.

8.7.4 Ordering

8.7.4.1 Cancellation requires submission of a "Cancellation, Decommission, Change of Responsibility Application Form."

8.7.4.2 The Application form is located on the Qwest web site at:

http://www.qwest.com/wholesale/pcat/collocation.html

8.7.4.3 The Application must be submitted to colo@qwest.com and rfsmet@qwest.com

8.7.4.4 Qwest will follow its standard Cancellation order validation procedures, providing acknowledgment of acceptance or rejection within one business day of receipt of a valid and complete Application.

8.7.5 Procedures

8.7.5.1 Upon receipt and acceptance by Qwest of the Cancellation Application, Qwest will cease all work, with the exception of the elements that are then in the process of being built. The installation of such elements will be completed and Sprint will be billed accordingly.

8.7.5.2 Upon Cancellation, materials owned by Sprint and utilized in building the Collocation site will not be returned unless Sprint requests their return in writing (indicated in the Notes section on the Cancellation, Decommission, Change of Responsibility Application Form).

8.7.5.3 In the situation where Sprint equipment is on the site prior to the scheduled "Ready For Service" (RFS) date, Sprint shall be notified to remove Sprint equipment.

8.8 Collocation Decommission

8.8.1 Description

8.8.1.1 Decommissioning refers to the deactivation of a Collocation site occupied by Sprint and removal of Sprint equipment there from.

8.8.1.2 Decommissioning is offered for Caged Physical, Cageless Physical, Virtual, and ICDF Collocation.

8.8.1.3 All other types of collocation to be decommissioned will be handled on an Individual Case Basis (ICB) by contacting the appropriate Qwest

Wholesale Project Manager (WPM).

8.8.1.4 A request for Decommissioning is irrevocable once Qwest accepts the application.

8.8.2 Terms and Conditions

8.8.2.1 A Collocation site will be considered eligible for decommissioning after the site is built-out and accepted by Sprint. See completion and account billing process in the Qwest Product Catalog (PCAT).

8.8.2.2 Qwest requests that Sprint remove equipment prior to submitting a Decommissioning Request.

8.8.2.3 If Sprint does not remove equipment within thirty calendar days from Qwest's acceptance of the Decommissioning Application, Qwest will send a notification stating the equipment is considered abandoned.

8.8.2.3.1 Upon receiving notification of abandonment from Qwest, Sprint will have fifteen calendar days to notify Qwest that the equipment is not abandoned and remove equipment.

8.8.2.3.2 Qwest will review Sprint responses and assess if the equipment has been abandoned in Qwest's reasonable discretion. If Sprint does not remove the equipment in question and Qwest determines that the same has been abandoned, Qwest will send a final notification and bill for the labor charges associated with Qwest's removal of the abandoned equipment.

8.8.2.3.3 In the case of Virtual Collocation, Qwest will automatically remove all equipment within ninety calendar days.

8.8.2.3.3.1 Qwest will negotiate with Sprint for the pick up of the equipment.

8.8.2.3.3.2 For Virtual Collocation, there will be no cost for the removal of Sprint equipment.

8.8.2.4 Prior to submitting a Decommissioning Request, financial obligations with respect to the collocation site to be decommissioned must be current, with the exception of formally disputed charges.

8.8.4.1 Sprint financial obligations include payment of 100% of all non-recurring quoted charges and all applicable monthly recurring charges that are more than 30 days past due.

8.8.2.5 Sprint must disconnect all services from the Collocation site to be decommissioned prior to submitting the Decommissioning Request. Services to be disconnected by Sprint include, but are not limited to: Unbundled Network Elements, administrative lines, finished services, and line sharing services. Services will need to be disconnected via ASR/LSR. If Sprint does not disconnect services, all charges with respect to such site will continue to accrue

and the Decommissioning Application will be rejected.

8.8.2.6 Prior to disconnecting the circuits associated with the Collocation site Sprint must notify, in writing, all current End User Customers and service customers of the discontinuation of service.

8.8.2.7 Sprint must submit an e-mail notification attached to the Decommissioning Request representing to Qwest that all End User Customers and service customers have been properly notified. Failure to include such representation will result in the rejection of the Decommissioning Request.

8.8.2.8 Reserved For Future Use

8.8.2.9 When submitting a Decommissioning Request for a Collocation site that also has a Direct CLEC-to-CLEC arrangement:

8.8.2.9.1 Qwest requires that the Direct CLEC-to-CLEC Connection be disconnected at the same time that Qwest performs the decommissioning.

8.8.2.9.2 Sprint submitting the Decommissioning Request must:

8.8.2.9.2.1 Submit a Letter of Authorization signed by both Sprint and partnering CLEC that authorizes Qwest to disconnect the installed Direct CLEC-to-CLEC cabling.

8.8.2.9.2.2 If a copy of the required Letter of Authorization is not attached to the Decommissioning Request, the application will be rejected as incomplete.

8.8.2.10 Sprint will be eligible for reimbursement on the re-usable elements (cable terminations including DS0, DS1, DS3, fiber terminations, and splitter cabling) for up to one calendar year from the Decommission Application submit date. An inventory will be completed by Qwest and furnished within 90 calendar days of the Decommission Application acceptance identifying the re-useable elements and the potential credit.

8.8.2.11 Sprint is required to return the space to turnover condition. Turnover condition is defined as the same condition in which Sprint originally assumed the Collocation site.

8.8.3 Rate Elements

8.8.3.1 Under the standard terms of the Facility Decommissioning Agreement, Qwest will not charge for the decommissioning service provided herein, unless equipment has been abandoned or the Collocation space has not been returned to turnover condition.

8.8.3.1.1 Miscellaneous labor hourly charges will apply,

8.8.3.1.2 Additional dispatch charges will apply for unmanned offices.

8.8.4 Ordering

8.8.4.1 The decommission process requires the submission of a "Cancellation, Decommission, Change of Responsibility Application Form".

8.8.4.1.1 The Application form is located on the Qwest web at:

http://www.qwest.com/wholesale/pcat/collocation.html

8.8.4.1.2 The Decommissioning Application should be submitted to: colo@qwest.com and rfsmet@qwest.com.

8.8.4.1.3 Qwest will notify Sprint within one business day if the prerequisites have been met. Qwest will validate the order within two business days from receipt of the application.

8.9 CLEC-TO-CLEC Connections

For the purposes of this section, CLEC-to-CLEC is defined as a collocating telecommunications carrier as defined by the FCC in the Telecommunications Act of 1996.

8.9.1 Description

8.9.1.1 CLEC-to-CLEC Connections allow Sprint to connect with another CLEC within a Qwest Premises for the purpose of mutually exchanging traffic.

8.9.1.2 CLEC-to-CLEC Connections may be used to connect Collocation spaces of two different parties within the same Qwest premises and may also be used to connect multiple forms of a CLEC's Collocations within the same Qwest premises (e.g., Physical to Physical, Physical to Virtual, Virtual to Virtual, or non-contiguous cageless bays).

8.9.1.3 There are two forms of CLEC-to-CLEC Connections:

- Direct CLEC-to-CLEC Connection is a path engineered by Qwest between two Collocation spaces, however the CLEC(s) will be responsible for placing and connecting the cable.
- CLEC-to-CLEC Cross-Connect is a cross connection, between two Collocation spaces, made on an Interconnection Distribution Frame (ICDF) utilizing the terminations of the two Collocation spaces. The CLEC-to-CLEC Cross-Connect is typically engineered and connected by Qwest. However, since the two Collocations spaces must reside on the same ICDF the CLEC may install the cross-connects.

8.9.2 Terms and Conditions for CLEC-to-CLEC Direct Connections

8.9.2.1 Qwest shall design and engineer the most efficient route and cable racking for the connection between Sprint's equipment in its collocated

spaces to the collocated equipment of another CLEC located in the same Qwest Premises, or to Sprint's own non-contiguous Collocation space.

8.9.2.2 The most efficient route generally will be over existing cable racking, to the extent technically feasible. But to determine the most efficient route and cable racking, Qwest shall consider all information provided by Sprint in the Application form, including, but not limited to, distance limitations of the facilities Sprint intends to use for the connection. If the length of the most efficient route exceeds any such distance limitations, Qwest will notify Sprint of available options. As referenced in the ANSI Standard T1.102-1993 "Digital Hierarchy" – Electrical Interface; Annex B, the maximum cabling distance limitations for DS1 and DS3 circuits (without regeneration devices), using the ideal cable facilities, are as follows:

TYPE OF CONNECTION DISTANCE LIMIT
DS1 850 feet (standard 50/100 pair)
DS3 475 feet (using 734A/R59 cable)
DS3 220 feet (using 735A type cable)

8.9.2.3 When Sprint notifies Qwest of its preferred option, Qwest will proceed with the route design and Quote preparation. The Quote will include Channel Regeneration Charges, if applicable.

8.9.2.4 If, based on ANSI standards for cable distance limitations, regeneration is not required but is requested by Sprint, the quote will include the applicable charges. If, based on ANSI standards for cable distance limitations, regeneration is required, the quote will not include any charge for regeneration. If Sprint elects to have Qwest provide the channel regeneration, the quote will include the applicable charges.

8.9.2.5 Sprint shall have access to the designated route to construct such connection, using copper, coax, optical fiber facilities or any other technically feasible method, utilizing a vendor of Sprint's own choosing.

8.9.2.6 If the cable terminates in one or more Virtual Collocation spaces, Sprint's request must specify on the Application form if Qwest or an approved vendor will be responsible for terminating the cable in the Virtual Collocation space.

8.9.2.7 To order this product, one of the two Collocation sites must already be completed with a final Alternate Point of termination (APOT) provided.

8.9.2.8 If Sprint selects an approved vendor, Sprint must submit a Vendor LOA form with the CLEC Application form.

8.9.2.9 This product is for Collocation element to Collocation element combination only, and not for individual Unbundled Network Element (UNE) combinations.

8.9.3 Ordering CLEC-to-CLEC Direct Connections

8.9.3.1 CLEC-to-CLEC Connections shall be ordered as part of an initial Application for Collocation or may be ordered as an augment to an existing collocation.

8.9.3.2 CLEC-to-CLEC Connections are limited to transmission cable only, and no power cable may be run over the Qwest engineered route.

8.9.3.3 Sprint is responsible for obtaining and submitting to its Sales Executive a Letter of Agreement (LOA) from each of the connecting collocating telecommunication carriers. A sample LOA may be found on the Qwest wholesale website.

8.9.3.4 The Application may be submitted electronically; the signed LOA must also be submitted via regular mail. This letter will state the intentions of both parties to use the Direct Connect to interconnect its network with that of another collocating telecommunications carrier at the Qwest's premises and to connect its collocated equipment to the collocated equipment of another telecommunications carrier within the same premises, provided that the collocated equipment is also used for interconnection with Qwest or for access to Qwest's UNEs. Fourth Report and Order; Rule §51.323(h). A Letter of Agreement is not required when Sprint is connecting its multiple Collocations together within the same Qwest Premises.

8.9.3.5 Sprint is responsible for the following:

-Completing and submitting the Collocation Application.

-Ordering and arranging the delivery of the equipment cable.

-Contracting with a vendor, or using its own appropriately trained installers, to have all cabling installed on racking as designated by Qwest.

-Ordering and supplying cable terminations (cable pair count) for all Virtual Collocations.

-Understanding and complying with the Qwest Premises required MOP and technical publications

-Installation of all termination blocks and any other associated equipment within each Physical Collocation space.

-Installation and maintenance of any regeneration equipment required in its Collocation site.

-Tagging both ends of the connection.

8.9.3.6 If Sprint is submitting a request for CLEC-to-CLEC Direct Connection to be performed with the construction of the Collocation space, Sprint must indicate this on the original Application. Subsequent requests for CLEC-to-CLEC Direct Connections require Sprint to submit an augment order to Qwest to verify the route for connections between the two Collocations. A request by Sprint for a Direct CLEC-to-CLEC Connection in conjunction with the construction of the Collocation space must be indicated on the original Collocation Application form.

8.9.3.7 Application -- Upon receipt of the applicable portions of a complete Collocation Application Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of Sprint's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect Sprint's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application. If Qwest determines that the Application is not complete, Qwest shall notify Sprint of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

8.9.3.8 Sprint must indicate the type of connection required:

- Two party
- One party with multiple forms of Collocation
- Non-contiguous bay connectivity
- The size and type of cable used with the connection must also be indicated, i.e., DS0, DS1, DS3 or fiber.

8.9.3.9 Quotation -- If existing cable racking is available, Qwest will provide Sprint with a Quote and the specific cable rack route to Sprint with the feasibility study. If additional cable racking is required to accommodate Sprint's request, Qwest shall provide a Quote for the cable racking and the feasibility study within the ten (10) calendar days after receipt of the Collocation Application. Quotes will be honored for thirty (30) calendar days from the date the Quote is provided. During this period, the space is reserved pending Sprint's Acceptance of the quoted charges.

8.9.3.10 Acceptance -- There are two forms of Acceptance for CLEC-to-CLEC Direct Connections:

CLEC-to-CLEC Direct Connections with existing cable rack. – Sprint must submit payment of 100 percent of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, Sprint may begin placement of its copper, coax or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with Sprint's Acceptance.

CLEC-to-CLEC Direct Connections using new cable rack. – Upon receipt of a complete Acceptance from Sprint (signed acceptance of the Quote and payment of the fifty percent of quoted charges), Qwest will begin construction of the new cable rack.

8.9.3.11 Interval – The construction interval for CLEC-to-CLEC Direct Connections shall be dependent upon whether the Direct Connection is to the COSMIC™ frame requiring a MELD™ and/or if new cable racking is required.

Intervals for CLEC-to-CLEC Direct Connections can be found in the Service Interval Guide located on Qwest's Wholesale Web site.

8.9.3.12 If Sprint provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

8.9.4 Rate Elements for CLEC-to-CLEC Direct Connections

8.9.4.1 Nonrecurring CLEC-to-CLEC Connection Charges recovers the cost of order processing, design and engineering. Additional charges will be assessed for Virtual Collocation connections and cable holes, if applicable.

8.9.4.1.1 CLEC-to-CLEC Connection Charge - Includes order processing, feasibility study, quoting, engineering labor to engineer cable route and provided cable racking. This is a flat rate charge.

8.9.4.1.2 Additional labor charge for terminating cable in Virtual Collocation equipment (if applicable).

8.9.4.1.3 Cable hole charge if core drilling is necessary.

8.9.4.1.4 Regeneration, if applicable.

8.9.4.2 There are recurring charges for cable racking.

8.9.4.2.1 Cable racking for leasing the space on the racking.

8.9.4.2.2 Regeneration, if applicable.

8.10 CLEC-to-CLEC Cross Connections

8.10.1 Description

8.10.1.1. A CLEC-to-CLEC Cross-Connection (COCC-X) is defined as Sprint's capability to order a cross-connection from its Collocation in a Qwest Premises to its non-adjacent Collocation space or to another CLEC's Collocation within the same Qwest Premises at the ICDF. This is accomplished by the use of Sprint's Connecting Facility Assignment (CFA) terminations residing at the same ICDF and at the same service rate level. The tie cables to the common ICDF frame would be ordered through the existing Collocation Application form.

8.10.2 Terms and Conditions for CLEC-to-CLEC Cross Connection:

8.10.2.1 Qwest will provide the capability to combine these separate Collocations through an Interconnection Distribution Frame (ICDF). This is

accomplished by the use of Sprint's Connecting Facility Assignment (CFA) terminations residing at an ICDF. Also, ICDF Cross Connections must terminate on the same ICDF at the same service rate level.

8.10.2.2 If Sprint has its own Dedicated ICDF, Sprint is responsible for ordering tie cables to the common ICDF frame/bay where the other CLEC resides. These tie cables would be ordered through the existing Collocation Application form.

8.10.2.3 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. The ordering CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. Sprint is responsible for obtaining these forms. Qwest will not reproduce copies for its Customers. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), Special Access (SPE) and Additional Circuit Information (ACI).

8.10.2.4 This product is for Collocation element to Collocation element combination only, and not for individual Unbundled Network Element (UNE) combinations.

8.10.2.5 Sprint is responsible for the end-to-end service design for the service connection. Depending on the distance parameters of the combination, regeneration may be required.

8.10.2.6 If, based on ANSI standards for cable distance limitations, regeneration is not required but is requested by Sprint, the quote will include the applicable charges. If, based on ANSI standards for cable distance limitations, regeneration is required, the quote will not include any charge for regeneration. If Sprint elects to have Qwest provide the channel regeneration, the quote will include the applicable charges.

8.10.3 Ordering CLEC-to-CLEC Cross Connections

8.10.3.1 The tie cables to the common ICDF frame must be ordered through the existing Collocation Application form and must be pre-provisioned prior to Sprint's submission of an Access Service Request (ASR).

8.10.3.2 CLEC-to-CLEC Cross-Connections are ordered separately from a Collocation Application, utilizing the ASR process (CLEC-to-CLEC Cross Connections at ICDF).

8.10.3.3 Sprint is responsible for the end-to-end service design that uses ICDF cross-connection to ensure that the resulting service meets its Customer's needs. This is accomplished by Sprint using the Design Layout Record (DLR) for the service connection.

8.10.3.4 If two (2) CLECs are involved, one CLEC acts as the "ordering" CLEC. The ordering CLEC identifies both connection CFA's on the ASR. The ordering CLEC requests service order activity by using the standard ASR forms. These forms are agreed upon nationally at the OBF (Ordering and Billing Forum). Refer to the DMP (Document Management Platform)/Carrier/Carrier Centers/"A"/"ASOG" for copies of all forms including definitions of the fields. Sprint is responsible for obtaining these forms. Qwest will not produce ASR forms for Sprint. The standard industry forms for CLEC-to-CLEC Cross Connections (COCC-X) are: Access Service Request (ASR), and Additional Circuit Information (ACI).

8.10.3.5 Application -- Upon receipt of the applicable portions of a complete Collocation Application (Subsections a, e, h and j). Qwest will perform a feasibility study to determine if adequate cable racking can be found for the placement of Sprint's copper, coax, or fiber optic cable, or any other Technically Feasible method used to interconnect Sprint's collocated equipment that is in separate locations in the same Qwest Premises, or to another CLEC's equipment in the same Premises. The feasibility study will be provided within ten (10) calendar Days from date of receipt of a complete Application. If Qwest determines that the Application is not complete, Qwest shall notify Sprint of any deficiencies within ten (10) calendar Days of the Application. Qwest shall provide sufficient detail so that Sprint has a reasonable opportunity to cure each deficiency. To retain its place in the Collocation queue for the requested Premises, Sprint must cure any deficiencies in its Application and resubmit the Application within ten (10) calendar Days after being advised of the deficiencies.

8.10.3.6 Quotation -- If existing cable racking is available, Qwest will provide Sprint with a Quote and the specific cable rack route with the feasibility study. If additional cable racking is required to accommodate Sprint's request, Qwest shall provide a Quote for the cable racking and the feasibility study to Sprint within ten (10) calendar days after receipt of the Collocation Application. Quotes will be honored for thirty (30) calendar days from the date the Quote is provided. During this period, the space is reserved pending the Acceptance of the quoted charges.

8.10.3.7 There are two forms of Acceptance for CLEC-to-CLEC Cross Connections.

Cross Connections with existing cable rack. – Sprint must submit payment of 100 percent of the quoted nonrecurring charges with its Acceptance. Upon receipt of a complete Collocation Acceptance, Sprint may begin placement of its copper, coax or fiber cables along the Qwest designated cable rack route. Recurring charges will begin with Sprint's Acceptance.

Cross Connections using new cable rack. – Upon receipt of a complete Acceptance from Sprint (signed acceptance of the Quote and payment of 50 percent of quoted charges), Qwest will begin construction of the new cable rack.

8.10.3.8 Interval – The construction interval for Cross Connections shall be dependent upon whether the Cross Connection is to the COSMIC™ frame requiring a MELD™ and or if new cable racking is required. Intervals for Cross

Connections can be found in the Service Interval Guide located on Qwest's Wholesale Web site.

8.10.3.9 If Sprint provides a complete Acceptance within thirty (30) calendar Days of receipt of the Qwest Collocation quotation, Qwest shall complete its installation of the Direct Connection above the DS0 level where no new cable racking is required within thirty (30) calendar Days of the receipt of the complete Collocation Acceptance. If Direct Connection is required at the DS0 level, to the COSMIC™, or if new cable racking needs to be installed, Qwest will provision the direct trunking within sixty (60) calendar Days of the receipt of the complete Collocation Acceptance.

8.10.4 Rate Elements for CLEC-to-CLEC Cross Connections

There is a nonrecurring charge for Qwest performing the CLEC-to-CLEC Cross Connection.

Regeneration, monthly and nonrecurring, if applicable.

8.11 Early Access

8.11.1 Description

Early Access to Collocation allows Sprint the option to install Sprint's equipment when Collocation space is physically conditioned, but prior to Qwest's completion of other supporting infrastructure work. The Early Access option enables Sprint to access the market more quickly.

8.11.2 Terms and Conditions

8.11.2.1 Early Access is offered with either Caged Physical or Cageless Physical Collocation.

8.11.2.2 Early Access must be coordinated by Sprint, the Qwest Wholesale Collocation Project Manager and the State Interconnection Manager (SICM) by Central Office (CO) building location.

8.11.2.3 Before Early Access is allowed, the workspace must be conditioned for the physical placement of Sprint collocated equipment, and work in the space must meet all applicable state and federal safety laws and regulations. For Caged Physical Collocation space, the enclosure must be complete before Early Access will be granted.

8.11.2.4 If some interference should occur with Sprint equipment installation due to potential common systems work, Qwest will work with Sprint as needed to coordinate the efforts of both parties. The work could include, but is not limited to, the placement of power cables and associated racking, any necessary heating, air conditioning (HVAC) and/or miscellaneous types of infrastructure work.

8.11.2.5 Sprint may request Early Access to Collocation space prior to

the Ready for Service (RFS) date provided on CLEC initial Collocation Quote.

8.11.2.6 In order to obtain Early Access, in addition to the initial 50% payment, Sprint must pay 80% percent of the remaining 50% percent of the quoted nonrecurring charges before Early Access is granted, leaving a holdback of 10% percent of the originally quoted nonrecurring charges.

8.11.3 Ordering

8.11.3.1 To request Early Access, Sprint must contact the Qwest Wholesale Collocation Project Manager at colo@qwest.com, and provide Sprint requested location(s).

8.11.3.2 The Early Access date, will be negotiated between Sprint and Qwest. The Qwest Wholesale Project manager will email the firm date for the early access to Sprint prior to Sprint submitting its early access payment.

8.11.3.3 The final Alternate Point of Termination (APOT) will be provided when the entire construction activity has been completed and the remaining final nonrecurring charges have been paid.

8.11.4 Billing

8.11.4.1 Billing will start on the Early Access Date. This includes all appropriate (e.g., space and cable racking) recurring charges.

8.12 COLLOCATION AVAILABLE INVENTORY

8.12.1 Description

Collocation Available Inventory provides the terms and conditions under which (1) Sprint can purchase returned Collocation sites and elements ("Qwest Postings") and (2) Sprint may post Sprint controlled sites that are available for a Transfer Of Responsibility ("CLEC Postings"). Available sites will be posted on the "Collocation Classified" web site: http://www.qwest.com/cgi-bin/wholesale/collocation.cgi.

8.12.1.1 Qwest Postings: Collocation sites available on the Qwest Available Inventory list may be totally or partially completed before being returned to Qwest inventory. Both caged and cageless sites will be offered on the inventory list. Sites will be offered "AS IS, WHERE IS."

8.12.1.2 CLEC Postings: Available sites listed in the "CLEC Postings" section of the Collocation Classifieds are eligible for Transfer to an assuming CLEC with or without working circuits as described in the Collocation Transfer of Responsibility Product offering.

8.12.1.3 The "Collocation Classified" web site refers to a tool used by

Sprint and Qwest to post lisitings of available collocation sites. The site contains Qwest Postings and CLEC Postings.

8.12.2 Terms and Conditions

8.12.2.1 The offering of a Collocation site from the Qwest Available Inventory list shall be limited to the offering of a specified site in Qwest's control to Sprint that either: (i) has a commission-approved Interconnection Agreement covering the specific type of Collocation to be obtained or (ii) is currently in negotiations with Qwest for such an Agreement. Sprint obtaining a Collocation site from the Qwest Available Inventory must not have any overdue financial obligations owed to Qwest pertaining to Collocation. Formally disputed charges will be treated as an exception.

8.12.2.2 The assuming CLEC for all Qwest posted sites will be required to pay a minimum of six (6) months of Space Construction and Floor Space Lease recurring charges should the CLEC terminate its rights of occupancy prior to six (6) months of occupancy.

8.12.2.3 Standard Sites

8.12.2.3.1 Qwest Postings: Collocation sites available in the Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both caged and cageless sites will be offered in the Qwest Collocation Postings section. Sites will be offered under the terms and conditions set forth in Sprint's Interconnection Agreement. In its Collocation application for such a site, Sprint may request to add to or complete the Collocation site to Sprint's specifications. In Sprint Collocation application for such a site, Sprint may also request that Qwest reduce cable terminations. Sprint will be charged for the removal of such cable terminations.

8.12.2.3.2 All services that were previously connected to the Collocation (e.g. Unbundled Network Elements, CLEC to CLEC connections, administrative lines, Finished Services, Line Splitting and Line Sharing, etc.) will be disconnected before the site is listed on the "Qwest Postings" section of the Collocation Classifieds. Power, Grounding for caged sites and Entrance Facilities are also disconnected prior to a site being posted. Qwest shall inventory all Reusable and Reimbursable Elements and list them in the Qwest Postings. Shared resources including HVAC and racking will not be listed in the Qwest postings. When other Collocation space is not available, Qwest reserves the right to remove Qwest postings from the Available Inventory web site to satisfy CLEC Applications for Collocation, for Qwest space requirement needs, or for CLEC Collocation augments to existing sites. Qwest shall not use the Qwest Postings as a basis to claim exhaust (space, power, terminations, etc.) in any Qwest Premises.

8.12.2.3.3 Qwest will provide Sprint with a feasibility study within ten (10) Calendar Days after receipt of the application. Qwest will provide Sprint with a quote within twenty-five (25) Calendar Days after providing the feasibility study. Price quotes will be honored for thirty (30) Calendar Days from the date the quote is provided and the associated space is reserved during such

period, pending Sprint's acceptance of the quoted charges.

8.12.2.3.4 Sprint must pay the initial fifty percent (50%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receiving the quote. If the payment is not received by Qwest within such thirty (30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. Sprint will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

8.12.2.4 Special Sites:

8.12.2.4.1 Qwest may elect to offer Collocation sites returned through Chapter 7 bankruptcy or abandonment. These sites "Special Sites" will not be decommissioned and may be offered with Electronic Equipment (Equipment), Equipment Racks, Cages, DC power, Grounding and Terminations. These Special Sites will be posted in the Qwest Available Inventory posting under "Unverified sites with equipment".

8.12.2.4.2 CPMC will verify whether the requested site is still available for acquisition by conducting a feasibility study within ten (10) Calendar Days after receipt of the application. If the site is not available the CPMC will notify Sprint in writing. If the site is available a site survey will be arranged with Sprint and Qwest State Interconnect Manager (SICM). Upon completion of the survey Qwest will prepare a quote based on the site inventory and any requested modifications to the site. Sprint must pay in full one hundred percent (100%) of the quoted nonrecurring charges to Qwest within thirty (30) Calendar Days of receipt of the quote. If Qwest does not receive the payment within such thirty (30) Calendar Day period, the quote will expire and the requested site will be returned to Qwest inventory. Sprint will be charged a QPF for work performed up to the point of expiration or non-acceptance of the quote.

8.12.2.4.3 Upon receipt of the full payment for the quoted nonrecurring charges, Qwest will begin the establishment of the site records and the complete the job build-out. The interval shall be forty-five (45) Days for completion of the site from receipt of payment. In the event that Sprint requires Qwest to install Augments (additional services) to the existing site, the interval will revert to the intervals defined in the assuming CLEC's Interconnect Agreement.

8.12.2.4.4 For Special Sites; IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT QWEST IS SELLING EQUIPMENT THAT IS CLASSIFIED AS "USED" OR "SURPLUS" EQUIPMENT ON AN "AS IS, WHERE IS" BASIS. CLEC UNDERSTANDS AND AGREES THAT ALL EQUIPMENT IS, CONVEYED (I) IN AN "AS IS" "WHERE IS" CONDITION WITH ALL FAULTS, LATENT AND PATENT AND (II) ALL EQUIPMENT IS CONVEYED WITHOUT ANY QWEST WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR IMPLIED BY A PARTICULAR COURSE OF DEALING.

8.12.2.4.4.1 All software and software license agreements for any Equipment conveyed as part of a Special Site shall be the sole responsibility of the assuming CLEC.

8.12.2.4.4.2 Sprint hereby warrants and certifies that its handling, scrap, destruction or other disposition of any Equipment conveyed as part of a Special Site shall conform and comply with the following.

a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations;

b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of Sprint; and

c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the Equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the Equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the Equipment, Sprint shall be listed as the generator, arranger and owner of the materials.

d) Sprint shall comply with the applicable Qwest Technical Publications as defined in Sprint's Interconnection Agreement when removing any equipment from a Special Site.

8.12.2.5 CLEC Posting: Sites listed in the "CLEC Postings" section are eligible for Transfer Of Responsibility to an assuming CLEC. Sites may be offered with or without working circuits. The terms and conditions for the Transfer of Responsibility shall be in accordance with the Transfer of Responsibility Product offering.

8.12.3 Rate Elements

8.12.3.1 Pricing for sites listed within the Qwest Available Inventory list will be provided on a site-specific basis. Pricing shall be in accordance with the Interconnection Agreement of the assuming CLEC. Vacating CLEC's may receive a potential refund from sale of available/discounted sites based on outstanding Nonrecurring charges, amounts for reimbursable elements and transfer fees.

8.12.3.2 The following items are charged to a CLEC purchasing a "Standard site" from the Qwest Available Inventory List. Charges will be provided to a CLEC via a quote that requires the CLEC's acceptance before work begins.

8.12.3.2.1 Quote Preparation Fee (QPF) Found in Sprint's existing Interconnection Agreement for a each specific type of Collocation site.

8.12.3.2.2 Reusable Elements are those Qwest inventoried components used to provision the Collocation site. The quote will be for all components used to install the Collocation space. These elements include Qwest inventoried components (i.e. cage, bays, HVAC, cable racking) to provision the original Collocation site.

8.12.3.2.2.1 Nonrecurring Collocation Rate Elements that are reused, will be available at a 50% discount to an assuming CLEC.

8.12.3.2.3 Reimbursable Elements are those which are not subject to a discount to the assuming CLEC. This includes any reusable termination cabling that is part of the available site. Reimbursable Elements considered for a potential refund are, Digital Signal Level 0 (DS0) termination cabling, Level 1 (DS1) termination cabling, Level 3 (DS3) termination cabling, and fiber terminations (excluding entrance that run from vault directly to Collocation site, i.e. Express Fiber Entrances).

8.12.3.3 Special Site Rates: The following items are charged to an assuming CLEC for a Special Site from the Qwest Postings. Charges will be provided to Sprint via a quote that requires Sprint's acceptance before Qwest begins work.

8.12.3.3.1 Site Survey Fee: A non-refundable site survey fee for a formal site survey visit with Sprint per Exhibit A. Payment is to be submitted in conjunction with the Collocation Application for a Special Site.

8.12.3.3.2 Quote Preparation Fee (QPF). The QPF for Special Sites will be a flat rate fee per Exhibit A. If the assuming CLEC requires Augments (additional services) to the existing site the QPF will revert to the rate defined in Sprint's Interconnection Agreement.

8.12.3.3.3 Non recurring Collocation Rate Elements: Include all Reusable elements defined above, DC Power, grounding and terminations. Special sites will be offered at a flat 50% discount to an assuming CLEC based on the rates in its current Interconnection Agreement. Augments (additional services) or changes to the sites will not be discounted and will be charged at

the rates as defined in Sprint's Exhibit A of their Interconnect Agreement or Exhibit A of this document, payable in full prior to commencement of work.

8.12.3.3.4 Network Assessment Fee for transfer of existing circuits to the assuming CLEC per Exhibit A.

8.12.3.3.5 Any Equipment contained in the site will be conveyed at a $0.00 charge.

8.12.3.4 Recurring charges for all Products and Services will be charged at rates listed in the assuming CLEC's Exhibit A of their Interconnection Agreement without a discount.

8.12.4 Ordering

8.12.4.1 Sprint must submit a "Qwest Collocation Application Form (new, change or augment)" on the Qwest web at: http://www.qwest.com/wholesale/pcat/collocation.html

8.12.4.2 The "submit" date for the Collocation Available Inventory request will commence on the date that the Wholesale Project Manager (WPM) notifies the Collocation Project Management Center (CPMC) that all prerequisites for this request to have been met.

8.12.4.3 Qwest will process the Available Inventory Request pursuant to the Collocation Intervals in Sprint's Interconnection Agreement.

8.12.4.3.1 Special Site interval will be 45 Calendar Days form the receipt of payment.

8.12.4.4 For purposes of first–come, first-served determination of availability, priority will be defined by the date and time the complete application is received by rfsmet@qwest.com.

8.12.4.5 CLECs should submit an alternative option when requesting an available site by populating the "Second Choice" and/or "Third Choice" tabs included on the Qwest Collocation Application Form. This will prevent the possible cancellation of the submitted application in the event that the first choice is no longer available.

8.13 DC POWER REDUCTION

8.13.1. Description

8.13.1.1 Qwest's Power Reduction Procedure offers Sprint the option to reserve a fuse or breaker position on the power board or Battery Distribution Fuse Bay (BDFB) when reducing a multiple feed to zero. Sprint's payment of the Monthly Power Maintenance charge will provide an option to hold the existing power cabling and fuse position for Sprint's future power augment requests.

8.13.2. Terms and Conditions

8.13.2.1 If Sprint wishes to reduce its amount of power and will not require it for future use, Qwest will process the request as a standard augment order and not as a DC Power Reduction request.

8.13.2.2 Applications for DC Power Reduction may be submitted only for collocation sites that have been previously accepted by Sprint. Power reductions to sites under construction or for sites not previously accepted by Sprint, will follow standard change or augment procedures and rates.

8.13.2.3 Before submitting a power reduction application, Sprint's financial obligations with respect to the collocation site must be current, with the exception of formally disputed charges. Sprint's financial obligations include payment of one hundred percent (100%) of all non-recurring quoted charges for the collocation site and all applicable monthly recurring charges that are more than 30 days past due.

8.13.2.4 Collocation applications for new, change and augment requests must be submitted to the Collocation Project Management Center (CPMC) on the form provided by Qwest at www.qwest.co./wholsale/pcat/collocation.html.apform. The CPMC will notify Sprint of any deficiencies in the application within ten (10) days of receipt. A nonrefundable Quote Preparation Fee (QPF) in the amount defined in Exhibit A of this Agreement must be submitted with the payment of the quoted nonrecurring charges.8.13.2.5 Qwest will perform a walk through prior to quote preparation to determine the amount of work required to perform the power reduction.

8.13.2.6 When eliminating any additional power lead(s), Sprint may purchase the option to have the power cable and fuse position held for its future use. Sprint will be required to pay a monthly Power Maintenance Charge until such time as Sprint notifies Qwest that it wishes either to reenergize the feed or to discontinue the option. In instances where a shortage of fuse position is imminent, Qwest reserves the right to notify Sprint of the need to exercise its option or relinquish the fuse position to Qwest. Upon receipt of such notification, Sprint will have the option of energizing the secondary feed to at least 20 amps or returning the fuse position to Qwest within thirty (30) days of receipt of the notification.

8.13.2.7 Sprint assumes all responsibility for outages and/or impacts to Sprint-provided service and equipment due to the reduction in DC Power.

8.13.2.8 Restoration of the desired power is contingent upon desired power and fuse position availability.

8.13.3. Rate Structure

8.13.3.1 Collocation charges will be based upon the information provided to Qwest by Sprint on the Collocation Application Form. Below is an example of additional charges that are unique to a Power Reduction Request and will be provided to Sprint via a quote:

8.13.3.1.1 Based on this evaluation of work provided in the quote, the rates provided in Exhibit A to this Agreement will apply. One QPF per application/per collocation site will be charged. When multiple feeds at the same collocation space are reduced or eliminated, Sprint will pay one QPF. Other nonrecurring and recurring charges may apply as reflected in Sprint's Interconnection Agreement.

8.13.3.1.2 Qwest will provide Sprint a quote for additional nonrecurring charges associated with the Power Reduction Procedure based upon the rates provided in Exhibit A. 100% of the quoted nonrecurring charges must be paid within thirty (30) Days from the quote. Such payment constitutes Sprint's quote acceptance and authorizes Qwest to perform the work to effect the requested power reduction.

8.13.3.1.3 Billing to Sprint for initial power value at the collocation site will be modified to reflect the reduced amount upon receipt of payment of the quoted charges and will be made effective back to the date of acceptance of the Power Reduction Application by the CPMC.

8.13.3.1.4 Recurring billing for the Power Maintenance Charge will terminate on the day Sprint energizes the feed or returns the fuse position to Qwest.

8.13.3.2 Nonrecurring Charges

8.13.3.2.1 QPF: Includes the cost of performing a feasibility study and producing the quote for fulfilling the Power Reduction request. It covers the project, order and support management associated with the administrative functions of processing the request.

8.13.3.2.2 Power Reduction Charge: Includes costs associated with reducing the fuse/breaker size. Rates are categorized in this manner based upon the work involved and power distribution point (e.g., BDFB or power board) and are set forth in Exhibit A of Sprint's Interconnection Agreement. Where additional work is needed, such as rewiring the power lead at the power source (or some cases may require relocation of the feed), rates will be calculated on an Individual Case Basis (ICB) basis. These rates will be provided to Sprint on the quote prior to work beginning.

8.13.3.2.3 Power Restoration Charge (assessed if power is restored): ICB Charge associated with restoring the power cable to the power source and is contingent upon whether the desired power and fuse position is available. Qwest will evaluate work required to perform the Power Restoration request and provide Sprint a quote utilizing standard power element charges (for example, DC power usage, labor, and cabling charges) included in Exhibit A of Sprint's Interconnection Agreement.

8.13.3.3 Recurring Charge

8.13.3.3.1 Power Maintenance Charge: Monthly recurring charge associated with option to hold the power infrastructure from a secondary feed

in place for potential Sprint requests.

8.13.4. Ordering

8.13.4.1 Sprint should submit the "Collocation Application for New, Augment or Change" and indicate specific power feeds to be reduced (e.g., eliminate or reduce multiple feeds from 60 to zero amps or reduce main feed from 60 to 20 amps). Under the "type of request" category Sprint should indicate that this is an Augment.

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Section 2.2. Sprint and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request Process, or Special Request Process (SRP). Sprint may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by Sprint to obtain a UNE subsequently defined by the FCC or the state Commission.

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element; second, where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides Sprint with a meaningful opportunity to compete. For the period of time Qwest provides access to Sprint to an Unbundled Network Element, Sprint shall have exclusive use of the network element, except when the provisions herein indicate that a network element will be shared (such as Shared Transport). Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic local Exchange Service. Sprint will be responsible for any construction charges for which an End User Customer would be responsible. In other situations, Qwest does not agree that it is obligated to build UNEs, but it will consider requests to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.1 Upon receipt of an LSR or ASR, Qwest will follow the same process that it would follow for an equivalent retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, Sprint will not receive an additional FOC, and the order Due Date will not be changed.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (i.e., conditioning, place a drop, add a Network Interface Device,

card existing subscriber Loop carrier systems at the Central Office and remote terminal, add Central Office tie pairs, add field cross jumpers) in order to complete facilities to the Customer premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for engineering job orders that could fill the request in the future. If an engineering job currently exists, Qwest will add Sprint's request to that engineering job and send Sprint a jeopardy notice. Upon completion of the engineering job, Qwest will send Sprint another FOC with a new Due Date. If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat Sprint's request as follows:

9.1.2.1.3.1 For UNEs that meet the requirements set forth in Section 9.1.2.1, Sprint will receive a jeopardy notice. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. When the engineering job is completed, Sprint will receive another FOC identifying a new Due Date when the Loop will be ready for installation. Upon receipt of the second FOC, Sprint can request a different Due Date by submitting a SUP to change the Due Date to a later date.

9.1.2.1.3.2 For UNEs that do not meet the requirements in Section 9.1.2.1, Qwest will send Sprint a rejection notice canceling the LSR or ASR. Upon receipt of the rejection notice, Sprint may submit a request to build UNEs pursuant to Section 9.19 of this Agreement.

9.1.2.1.4 Qwest will provide Sprint notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded outside plant engineering jobs that exceeds $100,000 in total cost, the estimated ready for service date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, route number for copper feeder, and termination CLLI codes for fiber). Sprint acknowledges that Qwest does not warrant or guarantee the estimated ready for service dates. Sprint also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Reserved for Future Use.

9.1.4 Qwest will provide a connection between Unbundled Network Elements and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to Sprint. The ITP provides the connection between the Unbundled Network Element and the ICDF or other Central Office Demarcation Point. The ITP is ordered in conjunction with a UNE. The charges for the ITP are contained in Exhibit A. The ITP may be ordered per termination. The Demarcation Point shall be:

a) at Sprint-provided Cross Connection equipment located in Sprint's Virtual or Physical Collocation Space; or

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

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

d) if Sprint elects to use a direct connection from its Collocation space to the distribution frame serving a particular element, at the distribution frame; or

e) at another Central Office Demarcation Point mutually-agreed to by the Parties.

9.1.5 Sprint may connect Network Elements in any Technically Feasible manner. Qwest will provide Sprint with the same features, functions and capabilities of a particular element or combinations of elements that Qwest provides to itself. Qwest will provide Sprint with all of the features and functionalities of a particular element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by Sprint), so that Sprint can provide any Telecommunications Services that can be offered by means of such element or combination of elements. Qwest will provide Unbundled Network Elements to Sprint in a manner that allows Sprint to combine such elements to provide any Telecommunications Services. Qwest shall not in any way restrict Sprint's use of any element or combination of elements (regardless of whether such combination of elements is ordered from Qwest in combination or as elements to be combined by Sprint) except as Qwest may be expressly permitted or required by Existing Rules.

9.1.6 Except as set forth in Section 9.23, the UNE Combinations Section, Qwest provides UNEs on an individual element basis. Charges, if any, for testing pursuant to this paragraph are contained in Exhibit A to this Agreement.

9.1.6.1 When elements are provisioned by Qwest on an individual element basis (whether or not such elements are combined by Sprint with other elements provided by Qwest or Sprint):

a) Qwest will perform testing necessary or reasonably requested by Sprint, to determine that such UNE is capable of meeting the technical parameters established for each UNE.

b) Qwest will repair and maintain such element to ensure that UNE continues to meet the technical parameters established for each UNE. Sprint is responsible for the end–to-end transmission and circuit functionality testing for UNE Combinations created by Sprint.

c) Qwest will cooperate with Sprint in any Technically Feasible testing necessary or reasonably requested by Sprint to assist in determining end-to-end transmission and circuit functionality of such UNE.

9.1.6.2 When elements are provisioned by Qwest in combination:

a) Qwest will perform testing necessary or reasonably requested by Sprint to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with Sprint in any Technically Feasible testing necessary or reasonably requested by Sprint to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.8 Maintenance and repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by Sprint. Qwest shall provide advance notice of changes that affect network Interoperability pursuant to applicable FCC rules. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Qwest provides such disclosures on an Internet web site.

9.1.10 Channel Regeneration Qwest's design will ensure the cable between the Qwest provided active elements and the DSX will meet the proper signal level requirements. Channel Regeneration will not be charged separately for Interconnection between a collocation space and Qwest's network. Cable distance limitations are addressed in ANSI Standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4. Miscellaneous Charges are in addition to nonrecurring and recurring charges set forth in Exhibit A. Miscellaneous Charges apply to activities Sprint requests Qwest perform, activities Sprint authorizes, or charges that are a result of Sprint's actions, such as cancellation charges. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.2 Unbundled Loops

9.2.1 Description

The Local Loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User Customer's premises. The Local Loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Local Loop includes, but is not limited to, DS0, DS1, DS3, fiber, and other high capacity Loops.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and Sprint, End User Customer, owner or landlord ownership of facilities begins.

9.2.2 Terms and Conditions

9.2.2.1 Qwest shall provide Sprint, on a non-discriminatory basis, Unbundled Loops, (unbundled from local switching and transport) of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of Sprint's Central Office equipment or the Customer premises equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, Sprint must specify the signaling option. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit Sprint to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit Sprint to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for Sprint.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about Sprint's ability to provide service through available copper facilities on a broad scale, Sprint shall have the ability to gain access to Qwest information sufficient to provide Sprint with a reasonably complete identification of such available copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect confidential or proprietary information. Sprint shall be responsible for Qwest's costs to provide such information or access mediation.

9.2.2.2.2 If there are state service quality rules in effect at the time Sprint requests an Analog Unbundled Loop, Qwest will provide an Analog Unbundled Loop that meets the state technical standards. If necessary to meet the state standards, Qwest will, at no cost to Sprint, remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops –DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based digital Loop carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Digital Loops may use a single or multiple transmission technologies. DC continuity does not apply to digital capable Loops. If conditioning is required for BRI ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops, then Sprint may be charged for such conditioning, if applicable, as set forth in Exhibit A if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest shall provide fiber and other high capacity Loops including but not limited to OC3, OC12, OC48 and OC192 Loops. With the exception of the digital Loops identified in Section 9.2.2.3, Qwest shall provide unbundled fiber and high capacity Loops to Sprint where facilities are available and existing on an ICB basis. Qwest will provision fiber and other high capacity Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. DC continuity does not apply to fiber and other high capacity Loops provided under this Section. Qwest shall allow Sprint to access these high capacity Loops at accessible terminals including DSXs, FDPs or equivalent in the Central Office, Customer premises, or at Qwest owned outside plant structures (e.g., CEVs, RTs or huts) as defined in Section 9.3.1.1. Nonrecurring and recurring charges shall apply for fiber and other high capacity Loops provided under this Section as set forth in Exhibit A.

9.2.2.3.2 If Sprint orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for a Customer served by a digital Loop carrier system, Qwest will conduct an assignment process which considers the potential for a Line Station Transfer (LST) or alternative copper facility. If no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.4 Non-Loaded Loops. Sprint may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, Sprint may request that Qwest condition existing spare facilities. Sprint may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If Sprint has not pre-approved conditioning, Qwest will obtain Sprint's consent prior to undertaking any conditioning efforts. Upon Sprint's pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and excess Bridged Taps to provide Sprint with a non-loaded Loop. Sprint may be charged the nonrecurring conditioning charge (i.e., cable unloading and

Bridged Taps removal), if applicable, in addition to the Unbundled Loop installation nonrecurring charge. These charges will not apply if Sprint establishes that the Loop Qwest provided does not meet the Commission's minimum voice grade performance standards, unless Qwest later finds and establishes to Sprint that the requested conditioning caused the voice degradation. Sprint may be entitled to a credit of conditioning costs already paid to Qwest, if Qwest fails to perform the conditioning in a workmanlike or timely manner. The determination of credit or fault shall be addressed in the context of a Billing dispute.

9.2.2.5 When Sprint requests a Basic Rate ISDN capable or an xDSL-I capable Loop, Qwest will dispatch a technician, if necessary, to provide Extension Technology that takes into account for example: the additional regenerator placement, Central Office powering, Mid-Span repeaters, if required, BRITE cards in order to provision the Basic Rate ISDN capable and xDSL-I capable Loop. Extension Technology may be required in order to bring the circuit to the specifications necessary to accommodate the requested service. If the Circuit Design requires Extension Technology, to bring it up to the design standards, it will be added by Qwest, at no charge. Extension Technology can also be requested by Sprint to meet their specific needs. If Extension Technology is requested by Sprint, but is not required to meet the technical standards, then Qwest will provide the requested Extension Technology and will charge Sprint. Qwest will provision ISDN (BRI) Capable and xDSL-I capable Loops using the specifications in the Technical Publication 77384. Refer to that document for more information. Sprint will be charged an Extension Technology recurring charge in addition to the Unbundled Loop recurring charge, if applicable, as specified in Exhibit A of this Agreement. The ISDN Capable Loop may also require conditioning (e.g., removal of load coils or Bridged Taps).

9.2.2.6 For DS1 or DS3 capable Loops, Qwest will provide the necessary electronics at both ends, including any intermediate repeaters. In addition, Sprint will have access to these terminations for testing purposes.

9.2.2.6.1 DS1 capable Loops provide a transmission path between a Central Office network interface at a DS1 panel or equivalent in a Qwest serving Central Office and the network interface at the End User Customer location. DS1 capable Loops transport bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s. DS1 capable Loops shall meet the design requirements specified in Technical Publication 77375 (Unbundled Loops) and 77375 (DS1).

9.2.2.6.2 DS3 capable Loops provide a transmission path between a Qwest Central Office network interface and an equivalent network interface at an End User Customer location. DS3 capable Loops transport bi-directional DS3 signals with a nominal transmission rate of 44.736 Mbit/s. DS3 capable Loops shall meet the design requirements specified in Technical Publications 77384 (Unbundled Loop) and 77324 (DS3).

9.2.2.7 Qwest is not obligated to provision BRI-ISDN, xDSL-I, DS1, or DS3 capable or ADSL compatible Loops to End User Customers in areas served exclusively by Loop facilities or transmission equipment that are not compatible with the requested service.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to

Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide Sprint access to Loop qualification information in a nondiscriminatory manner and will provide Sprint the same Loop qualification information available to Qwest. Sprint may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement.

9.2.2.8.1 ADSL Loop Qualification Tool. Sprint may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Technical Publication 77384.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If Sprint has a digital certificate, Sprint may access the Wire Center Raw Loop Data Tool via http://ecom.qwest.com. The Wire Center Raw Loop Data Tool provides Sprint the following information: Wire Center CLLI code, cable name, pair name, terminal address, Mechanized Loop Test (MLT) distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. Sprint may also access the Interconnecter Mediated Access (IMA) Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-EDI. This tool provides Sprint the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to Sprint through IMA-GUI or IMA-EDI. This tool informs Sprint whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to Sprint through IMA-GUI or IMA-EDI. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to Sprint through IMA-GUI or IMA-EDI. This tool permits Sprint to view information on multiple lines and will inform Sprint of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if Sprint identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for Sprint's belief that the information is inaccurate, then Sprint may

request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide Sprint via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of Sprint's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as remote terminals or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by digital Loop carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

9.2.2.9 Provisioning Options. Six (6) Provisioning options are available for Unbundled Loop elements. Charges for these Provisioning options vary depending on the type of Loop requested. Rates are contained in Exhibit A of this Agreement. Testing parameters are described below and in Qwest Technical Publication 77384.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call Sprint to notify Sprint that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Sprint. There is no associated circuit testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are NOT provided to Sprint.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables Sprint to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it

on a new termination connecting Sprint. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to Sprint on close-out and email the performance test results within two (2) business days to a single, designated Sprint office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to Sprint by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated Sprint office email address.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service. For both new and existing service, Sprint must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the Sprint designated "Appointment Time", the Qwest Implementor/Tester contacts Sprint to ensure Sprint is ready for installation. If Sprint is not ready within thirty (30) minutes of the scheduled appointment time, then Sprint must reschedule the installation by submitting a supplemental LSR for a new Due Date and appointment time. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment for the same day. If Qwest fails to perform cooperative testing due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If Sprint still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.3.1 For an existing End User Customer, Coordinated Installation with Cooperative Testing is a "lift and lay" procedure with cooperative testing. The COT completes the installation in the Central Office and performs testing that Sprint requests. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact Sprint, read the Qwest test results, and begin Sprint cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated Sprint office email address. Sprint will be charged for any Provisioning test Sprint requests that is not defined in the Qwest Technical Publication 77384.

9.2.2.9.3.2 For new End User Customer service, Coordinated Installation with Cooperative Testing may require a dispatch of a technician to the End User Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure that the new circuit meets required parameter limits. Upon completion of Qwest performance testing, the Qwest

Implementor/Tester will contact Sprint, read the Qwest test results, and begin Sprint cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated Sprint office email address. Sprint will be charged for any Provisioning test not defined in the Qwest Technical Publication 77384.

9.2.2.9.4 Coordinated Installation without Cooperative Testing. Coordinated Installation without Cooperative Testing may be ordered for new or existing service. For both new and existing service, Sprint must designate a specific "Appointment Time" when it submits the LSR. On the Due Date (DD), at the Sprint designated "Appointment Time", the Qwest Implementor/Tester contacts Sprint to ensure Sprint is ready for installation. If Sprint is not ready within thirty (30) minutes of the scheduled appointment time, then Sprint must reschedule the installation by submitting a supplemental LSR. If Qwest is not ready within thirty (30) minutes of the scheduled appointment time, Qwest will waive the nonrecurring charge for the installation option and the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.4.1 For an existing Unbundled Loop this Coordinated Installation without Cooperative Testing is a "lift and lay" procedure without a dispatch, that offers Sprint the ability to coordinate the conversion activity. The Qwest Implementor advises Sprint when the "lift and lay" procedure is complete.

9.2.2.9.4.2 For new Unbundled Loops, Qwest may dispatch a technician to terminate the new circuit at the End User Customer premises. The Field Technician will not remain on the premises to perform the coordinated installation once the circuit is in place. The COT completes the installation in the Central Office, and the COT and Implementor/Tester complete the required performance tests to ensure that the new circuit meets required parameter limits. Sprint will not receive test results. When installation is complete, Qwest will notify Sprint.

9.2.2.9.5 Basic Installation with Cooperative Testing. Basic Installation with Cooperative Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.5.1 For an existing End User Customer, Basic Installation with Cooperative Testing is a "lift and lay" procedure with Cooperative Testing on the Due Date. The COT "lifts" the Loop from its current termination and "lays" it on a new termination connecting to Sprint. Upon completion of Qwest performance testing, the Qwest Implementor/Tester will contact Sprint, read the Qwest test results, and begin Sprint cooperative testing. Within two (2) business days, Qwest will email the Qwest test results to a single, designated Sprint office email address. Sprint and Qwest will perform a Loop back acceptance test, accept the Loop, and exchange demarcation information.

9.2.2.9.5.2 For new End User Customer service, Basic Installation with Cooperative Testing may require a dispatch to the End User

Customer premises. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits.

9.2.2.9.5.3 If Qwest fails to perform cooperative testing for either existing or new End User Customer customers due to Qwest's fault, Qwest will waive the nonrecurring charge for the installation option. If Sprint still desires cooperative testing, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest performs the following performance tests for various Loop types:

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = $\leq$ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

DS1 Capable Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = $\leq$ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits Sprint to obtain a coordinated installation for Unbundled Loops with or without LNP, where Sprint orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty-five (25) or more DS0 Unbundled Loops.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and Sprint. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same Frame Due Time (FDT) in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with Sprint for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where Sprint is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days from receipt of an accurate LSR. In addition, standard intervals will apply.

9.2.2.9.7.2 Sprint shall request a Project Coordinated Installation by submitting a Local Service Request (LSR) and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 Sprint will incur additional charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by Sprint. If the Project Coordinated Installation includes LNP, Sprint will also have appropriate personnel scheduled for the negotiated FDT. If Sprint's information is modified during the installation, and, as a result, non-scheduled employees are required, Sprint shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the installation is either cancelled, or supplemented (supp) to change the Due Date, within twenty-four (24) hours of the negotiated FDT, Sprint will be charged a one person three (3) hour minimum charge. For Project Coordinated Installations with LNP, if the Coordinated Installation is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by Sprint one person three (3) hour minimum charge as set forth in Exhibit A.

9.2.2.9.7.5 If Sprint orders Project Coordinated Installation with LNP and in the event the LNP conversion is not successful, Sprint and Qwest agree to isolate and fix the problem in a timeframe acceptable to Sprint or the Customer. If the problem cannot be corrected within an acceptable timeframe to Sprint or the Customer, Sprint may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If Sprint is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of Sprint.

9.2.2.9.7.6 If Sprint orders Project Coordinated Installation with LNP, Qwest shall ensure that any LNP order activity requested in conjunction with a Project Coordinated Installation shall be implemented in a manner that avoids interrupting service to the End User Customer.

9.2.2.10 Multiplexing. Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Except as specifically set forth in Section 9.2, Sprint may order multiplexing, including conversion from special access or private line circuits for Unbundled Loops under the rates, terms and conditions for multiplexing of Enhanced Extended Loop (EEL) in Section 9.23.3.9 of this Agreement. The requirements with respect to providing a significant amount of Local Exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loops.

9.2.2.11 Transmission characteristics may vary depending on the distance between Sprint's End User Customer and Qwest's end office and may vary due to characteristics inherent in the physical network. In order to properly maintain and modernize the network, Qwest may make necessary modifications and changes to Unbundled Loops, ancillary and Finished Services in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Changes that affect network interoperability require advance notice pursuant to the Notices Section of this Agreement.

9.2.2.12 If there is a conflict between an End User Customer or its respective agent and Sprint regarding the disconnection or Provisioning of Unbundled Loops, Qwest will advise the End User Customer to contact Sprint and Qwest will initiate contact with Sprint.

9.2.2.13 Facilities and lines Qwest furnishes on the premises of Sprint's End User Customer up to and including the Loop Demarcation Point are the property of Qwest. Qwest shall have reasonable access to all such facilities for network management purposes. Qwest will coordinate entry dates and times with appropriate Sprint personnel to accommodate testing, inspection repair and maintenance of such facilities and lines. Sprint will not inhibit Qwest's employees and agents from entering said premises to test, inspect, repair and maintain such facilities and lines in connection with such purposes or, upon termination or cancellation of the Unbundled Loop service, to remove such facilities and lines. Such entry is restricted to testing, inspection, repair and maintenance of Qwest's property in that facility. Entry for any other purpose is subject to audit provisions in the Audit section of this Agreement.

9.2.2.14 Reserved for Future Use.

9.2.2.15 Reuse of Loop Facilities

9.2.2.15.1 When an End User Customer contacts Qwest with a request to convert their local service from Sprint to Qwest, Qwest will notify Sprint of the loss of the End User Customer, and will disconnect the Loop Qwest provided to Sprint. Qwest will disconnect the Loop only where Qwest has obtained proper proof of authorization.

9.2.2.15.2 When Sprint contacts Qwest with a request to convert an End User Customer from their current CLEC (old CLEC) to Sprint, Sprint is responsible for notifying old CLEC of the conversion. Qwest will disconnect the Loop Qwest provided old CLEC and, at Sprint's request, where technically compatible, will reuse the Loop for the service requested by Sprint (e.g., resale service).

9.2.2.15.3. When Sprint contacts Qwest with a request to convert an End User Customer from Qwest to Sprint, at Sprint request, Qwest will reuse the existing Loop facilities for the service requested by Sprint to the extent those facilities are technically compatible with the service to be provided. Upon Sprint request, Qwest will condition the existing Loop in accordance with the rates set forth in Exhibit A, if applicable.

9.2.2.15.4 Upon completion of the disconnection of the Loop, Qwest will send a Loss Notification report to the original competitive Carrier signifying completion of the loss.

9.2.2.16 Lack of Facilities; Priority Right to Facilities. In the event Qwest notifies Sprint that facilities ordered are not available from Qwest at the time of the order, Qwest shall maintain the order as pending for a period of thirty (30) business days. If facilities become available to fill the order within that thirty (30) business day period, Qwest shall notify Sprint of such availability. Sprint and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate Sprint's order shall have priority in any facilities made available under the terms of this section.

9.2.3 Unbundled Loop Rate Elements

The following recurring and nonrecurring rates for Unbundled Loops are set forth in Exhibit A of this Agreement. Recurring charges vary based on Sprint selected installation options, conditioning, and extension technology.

9.2.3.1 2/4 Wire Analog Loop (Voice Grade) Recurring and Non-Recurring rates.

9.2.3.2 2/4 Wire Non-Loaded Loop Recurring and Non-Recurring rates.

9.2.3.3 DS1 and DS3 Capable Loop, OC3, OC12, OC48, OC192, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop Recurring and Non-Recurring rates.

9.2.3.3.1 DS0, DS1 and DS3 Capable Loop, OCn Conversion Nonrecurring rates associated with the conversion of special access or private

lines to Unbundled Loops.

9.2.3.4 Extension Technology Recurring and Non-Recurring rates for Digital Capable Loops, including Basic Rate (BRI) ISDN and xDSL-I Capable Loops.

9.2.3.5 Conditioning Non-Recurring rates 2/4 wire non-loaded Loops, Basic Rate (BRI) ISDN, ADSL Compatible Loop and xDSL-I Capable Loop, as requested and approved by Sprint.

9.2.3.6 Miscellaneous Charges, as defined in Sections 4 and 9.1.12, may apply.

9.2.3.7 Out of Hours Coordinated Installations.

9.2.3.7.1 For purposes of service installation, Qwest's installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday.

9.2.3.7.2 Reserved For Future Use.

9.2.3.7.3 Reserved For Future Use.

9.2.3.7.4 Reserved For Future Use.

9.2.3.7.5 For coordinated installations scheduled to commence Out of Hours, or rescheduled by Sprint to commence Out of Hours, Sprint will incur additional charges for the Out of Hours coordinated installation as set forth in Exhibit A. Sprint will not incur additional charges for the Out of Hours coordinated installations that are rescheduled by Qwest.

9.2.4 Ordering Process

9.2.4.1 Unbundled Loops are ordered via an LSR. Ordering processes are contained in the Support Functions Section of this Agreement. Detailed ordering processes are found on the Qwest wholesale website.

9.2.4.2 Prior to placing orders on behalf of the End User Customer, Sprint shall be responsible for obtaining and have in its possession a Proof of Authorization.

9.2.4.3 Based on the pre-order Loop make-up, Sprint can determine if the circuit can meet the technical parameters for the specific service Sprint intends to offer.

9.2.4.3.1 Before submitting an order for a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop or xDSL-I capable Loop, Sprint should use one of Qwest's Loop make-up tools available via IMA-EDI, IMA-GUI, or the web-based application interface to obtain specific information about the Loop Sprint seeks to order.

9.2.4.3.1.1 Based on the Loop make up information provided through Qwest tools, Sprint must determine whether conditioning is required to provide the xDSL service it intends to offer. If Loop conditioning is required, Sprint may authorize Qwest to perform such Loop conditioning on its LSR. If Sprint does not pre-approve Loop

conditioning, Qwest will assume that Sprint has determined that Loop conditioning is not necessary to provide the xDSL service Sprint seeks to offer. If Sprint or Qwest determines that conditioning is necessary, and Sprint authorizes Qwest to perform the conditioning, Qwest will perform the conditioning. Sprint may be charged for the conditioning in accordance with the rates in Exhibit A, if applicable. If Qwest determines that conditioning is necessary and Sprint has not previously authorized Qwest to perform the conditioning on the LSR, Qwest will send Sprint a rejection notice indicating the need to obtain approval for conditioning. Sprint must submit a revised LSR before the conditioning work will commence. Once Qwest receives the revised LSR, the fifteen (15) business day conditioning interval will begin as described in Section 9.2.4.9.

9.2.4.3.1.2 For a 2/4 wire non-loaded Loop, ADSL compatible Loop, ISDN capable Loop, xDSL-I capable Loop, or DS1 capable Loop, Qwest will return a Firm Order Confirmation (FOC) to Sprint within 72 hours from receipt of a valid and accurate LSR. Return of such FOC will indicate that Qwest has identified a Loop assignment. Such FOC will provide Sprint with a firm Due Date commitment or indication that appropriate facilities are not available to fill Sprint's order.

9.2.4.3.1.2.1 If Sprint has pre-approved Loop conditioning, and conditioning is not necessary, Qwest will return the FOC with the standard interval (i.e. five (5) Days).

9.2.4.3.1.2.2 If Sprint has not pre-approved Loop conditioning and Qwest determines that the Loop contains load coils, Qwest will notify Sprint via a reject notification. Sprint must submit and wait for a new version of the LSR approving Loop conditioning. In this scenario, the Application Date will correspond to date the new version is received by Qwest.

9.2.4.4 Installation intervals for all Unbundled Loops are defined in Exhibit C. The interval will start when Qwest receives a complete and accurate LSR. The LSR date is considered the start of the service interval if the order is received prior to 7:00 p.m. For service requests received after 7:00 p.m., the service interval will begin on the next business day.

9.2.4.4.1 When Sprint places an order for an Unbundled Loop with Qwest that is complete and accurate, Qwest will reply to Sprint with a Firm Order Confirmation within the time specified in Section 20. The Firm Order Confirmation will contain the Due Date that specifies the date on which Qwest will provision the Loop. Qwest will implement adequate processes and procedures to assure the accuracy of the commitment date. If Qwest must make changes to the commitment date, Qwest will promptly issue a jeopardy notification to Sprint that will clearly state the reason for the change in commitment date. Qwest will also submit a new Firm Order Confirmation that will clearly identify the new Due Date.

9.2.4.5 Installation intervals for Unbundled Loops apply when Qwest has facilities or network capacity available.

9.2.4.6 Upon Sprint request, Qwest will convert special access or private line circuits to Unbundled Loops, with or without multiplexing, provided the service originates at the Sprint Collocation in the Serving Wire Center. If multiplexing is not involved, then the Loop conversion ordering process applies. However, if the conversion includes multiplexing, then the ordering process associated with the conversion to EELs applies. The requirements with respect to providing a significant amount of local exchange traffic under Section 9.23.3.7 shall not apply to conversions to Unbundled Loop.

9.2.4.7 Reserved for Future Use.

9.2.4.8 When ordering Unbundled Loops, Sprint is responsible for obtaining or providing facilities and equipment that are compatible with the service Sprint seeks to provide.

9.2.4.9 The installation interval for xDSL Loops depends on the need to condition the Loop.

9.2.4.9.1 When load coils and Bridged Taps do not exist, Sprint may request the standard Due Date interval, which will apply upon submission of a complete and accurate LSR.

9.2.4.9.2 When load coils and/or Bridged Taps do exist, Sprint will request the minimum fifteen (15) business days desired Due Date. Sprint can determine the existence of load coils or Bridged Taps by using one of the Loop make-up tools. Sprint may pre-approve line conditioning on the LSR and, by doing so, Sprint agrees to pay any applicable conditioning charges. If Sprint did not request the fifteen (15) Day interval and Qwest determines that conditioning is required, then the fifteen (15) business day interval starts when the need for conditioning is identified and Sprint approves the conditioning charges.

9.2.4.10 Out of Hours Coordinated Installations.

9.2.4.10.1 For purposes of this Section, Qwest's standard installation hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Installations requested outside of these hours are considered to be Out of Hours Installations.

9.2.4.10.2 Sprint may request an Out of Hours Coordinated Installation outside of Qwest's standard installation hours.

9.2.4.10.3 To request Out of Hours Coordinated Installations, Sprint will submit an LSR designating the desired appointment time. Sprint must specify an Out of Hours Coordinated Installation in the Remarks section of the LSR.

9.2.4.10.4 The date and time for Out of Hours Coordinated Installations may need to be negotiated between Qwest and Sprint because of system downtime, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same appointment times in the same Switch (Switch contention).

9.2.5 Maintenance and Repair

9.2.5.1 Sprint is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. Sprint will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest. Sprint shall have access for testing purposes at the NID or Loop Demarcation Point. Qwest will work cooperatively with Sprint to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and Sprint will report trouble isolation test results to the other. For Unbundled Loops, each party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 9.2.5.2 and 9.2.5.3.

9.2.5.2 When Sprint requests that Qwest perform trouble isolation with Sprint, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and Sprint authorizes Qwest to repair the trouble on Sprint's behalf, Qwest will charge Sprint the appropriate Additional Labor Charges set forth in Exhibit A in addition to the Maintenance of Service charge.

9.2.5.3 When Sprint elects not to perform trouble isolation and Qwest performs tests on the Unbundled Loop at Sprint's request, a Maintenance of Service charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of Sprint-ordered Unbundled Loops comparing Sprint provided data with internal data, and evaluate such reports at a minimum on a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to Sprint by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to Sprint on the analysis and the process changes that are instituted implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, it shall waive any trouble isolation charges that may otherwise be applicable.

9.2.6 Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit Sprint to provide Advanced Services to its End User Customer. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, Sprint will provide Qwest with appropriate information using NC/NCI codes, (as required by the FCC), to describe the Power

Spectral Density Mask (PSD) for the type of technology Sprint will deploy. Qwest will treat such information provided by Sprint as confidential and proprietary information. Sprint also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees Sprint need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Qwest will only use this information for network spectrum management purposes and will not provide this information, either by individual CLEC or in the aggregate, to marketing personnel.

9.2.6.2.1 Sprint information provided to Qwest pursuant to Section 9.2.6.2 shall be deemed Confidential Information and Qwest may not distribute, disclose or reveal, in any form, this material other than as allowed and described in subsections of 9.2.6.2.

9.2.6.2.2 The Parties may disclose, on a need to know basis only, Sprint Confidential Information provided pursuant to Section 9.2.6.2, to legal personnel, if a legal issue arises, as well as to network and growth planning personnel responsible for spectrum management functions. In no case shall the aforementioned personnel who have access to such Confidential Information be involved in Qwest's retail marketing, sales or strategic planning.

9.2.6.3 If Sprint wishes to deploy new technology not yet designated with a PSD mask, Qwest and Sprint agree to work cooperatively to determine spectrum compatibility. Qwest and Sprint agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known disturber" as designated by the FCC. Qwest will place such T1s, by whomever employed, within binder groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1s with a technology that will eliminate undue interference problems. If there is no technically feasible alternative, Qwest or Sprint may petition the Commission to resolve the dispute regarding the alleged interference. Qwest agrees to spectrum manage this technology as defined in the T1E1 spectrum policy and agrees that any future "known disturber" defined by the FCC or the Commission will be managed as required by FCC rules.

9.2.6.5 If either Qwest or Sprint claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards and FCC guidelines, rules, and regulations. Upon request, within forty-eight (48) hours, Qwest will provide Sprint with binder group information including cable, pair, Carrier and PSD class to allow Sprint to notify the causing Carrier.

9.2.6.6 If Sprint is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to Sprint within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally resolve any dispute over spectral interference among Carriers. Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a state Commission or other authorized dispute resolution body. Sprint may submit any claims for resolution under Section 5.18 of this Agreement.

9.2.6.9 A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 shall be entitled to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area.

9.3 Subloop Unbundling

9.3.1 Description

9.3.1.1 A Subloop is defined as any portion of the Loop that it is Technically Feasible to access at terminals in Qwest's outside plant, including inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole, pedestal, Network Interface Device, minimum point of entry, single Point of Interconnection, main distribution frame, remote terminal, Feeder Distribution Interface (FDI), or Serving Area Interface (SAI). This section does not address Dark Fiber Subloop which is addressed in Section 9.7.

9.3.1.1.1 Building terminals within or physically attached to a privately owned building in a Multi-Tenant Environment (MTE) are one form of accessible terminal. Throughout Section 9.3 the Parties obligations around such "MTE terminals" are segregated because Subloop terms and conditions differ between MTE environments and non-MTE environments.

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

9.3.1.1.3 Any Party may request, under any procedure provided for by this

Agreement for addressing non-standard services or network conditions, the development of standard terms and conditions for any configuration(s) for which it can provide reasonably clear technical and operational characteristics and parameters. Once developed through such a process, those terms and conditions shall be generally available to any Sprint for any configuration fitting the requirements established through such process.

9.3.1.1.4 Prior to the development of such standard terms and conditions, Qwest shall impose in the six (6) areas identified in Section 9.3.1.1.2 above only those requirements or intervals that are reasonably necessary, and shall make its determinations within ten (10) business days and shall apprise Sprint of the conditions for access. If there is a dispute regarding the conditions for access, Qwest shall attempt to accommodate access pending resolution of the specific issues in dispute.

9.3.1.1.4.1 MTE Terminals: Accessible terminals within a building in a MTE environment or accessible terminals physically attached to a building in a MTE environment. Qwest Premises located on real property that constitutes a campus environment, yet are not within or physically attached to a non-Qwest owned building, are not considered MTE Terminals.

9.3.1.1.4.2 Detached Terminals: All accessible terminals other than MTE Terminals.

9.3.1.2 Standard Subloops available.

a) Two-Wire/Four Wire Unbundled Distribution Loop

b) DS1 Capable Unbundled Feeder Loop

c) Two-Wire/Four Wire Non-loaded Distribution Loop

d) Intrabuilding Cable Loop

9.3.1.3 Standard Subloop Access

9.3.1.3.1 Accessing Subloops in Detached Terminals: Subloop Unbundling is available after a Sprint requested Field Connection Point (FCP) has been installed within or adjacent to the Qwest accessible terminal. The FCP is a Demarcation Point connected to a terminal block from which Cross Connections are run to Qwest Subloop elements.

9.3.1.3.2 Accessing Subloops in MTE Terminals: Subloop Unbundling is available after Sprint has notified Qwest of its intention to Subloop unbundle in the MTE, during or after, an inventory of Sprint's terminations has been created, and Sprint has constructed a cross-connect field at the building terminal.

9.3.1.4 Field Connection Point

9.3.1.4.1 Field Connection Point (FCP) is a Demarcation Point that allows

Sprint to interconnect with Qwest where it is Technically Feasible outside of the Central Office location. The FCP interconnects Sprint facilities to a terminal block within the accessible terminal (e.g. FDI/SAI). The terminal block allows a technician to access and combine Unbundled Subloop elements. When a FCP is required, it must be in place before Subloop orders are processed.

9.3.1.4.2 A FCP within a Qwest accessible terminal creates a cross-connect field to support Subloop unbundling.

9.3.1.4.2.1 The terms, conditions, intervals and rates for FCP are found within section 9.3.

9.3.1.4.2.2 Placement of Sprint equipment in a Qwest Premises that requires power and or heat dissipation is governed by the Terms of Section 8 and does not constitute a FCP.

9.3.1.4.3 A FCP arrangement can be established either within a Qwest accessible terminal, or, if space within the accessible terminal is legitimately exhausted and when Technically Feasible, the FCP may be placed in an adjacent terminal. Sprint will have physical access to the splice points at Qwest's accessible terminal (e.g., FDI/SAI), when accompanied by a Qwest technician. Such access is only for the purpose of Maintenance and Repair.

9.3.1.5 MTE Point of Interconnection (MTE-POI)

9.3.1.5.1 A MTE-POI is necessary when Sprint is obtaining access to the Distribution Loop or Intrabuilding Cable Loop from an MTE Terminal. Sprint must create the cross-connect field at the building terminal that will allow Sprint to connect its facilities to Qwest's Subloops. The Demarcation Point between Sprint and Qwest's facilities is the MTE-POI.

9.3.1.6 Once a state has determined that it is Technically Feasible to unbundle Subloops at a designated accessible terminal, Qwest shall either agree to unbundle at such access point or shall have the burden to demonstrate, pursuant to the dispute resolution provisions of this Agreement, that it is not Technically Feasible, or that sufficient space is not available to unbundle Subloop elements at such accessible terminal.

9.3.1.7 Qwest shall provide access to additional Subloop elements, e.g. copper feeder, to Sprint where facilities are available pursuant to the Special Request Process in Exhibit F.

9.3.2 Standard Subloops Available

9.3.2.1 Distribution Loops

9.3.2.1.1 Two-Wire/Four-Wire Unbundled Distribution Loop: a Qwest provided facility from the Qwest accessible terminal to the Demarcation Point or Network Interface Device (NID) at the End User Customer location. The Two-Wire/Four-Wire Unbundled Distribution Loop is suitable for local exchange-type services. Sprint can obtain access to this unbundled element at any Technically

Feasible accessible terminal.

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

9.3.2.1.3 Intrabuilding Cable Loop: a Qwest provided facility from the building terminal inside a MTE to the Demarcation Point at the End User Customer premises inside the same building. This Subloop element only applies when Qwest owns the intrabuilding cable.

9.3.2.1.4 To the extent Sprint accesses Subloop in a campus environment from an accessible terminal that serves multiple buildings, Sprint can access these Subloops by ordering a Distribution Loop pursuant to either Section 9.3.2.1.1 or 9.3.2.1.2. A campus environment is one piece of property, owned by one person or entity, on which there are multiple buildings.

9.3.2.2 Feeder Loops

9.3.2.2.1 DS1 Capable Unbundled Feeder Loop is a digital transmission path that is provisioned from a Qwest Central Office network interface, which consists of a DSX-1 panel or equivalent, to the accessible terminal. The DS1 Capable Unbundled Feeder Loop transports bi-directional DS1 signals with a nominal transmission rate of 1.544 Mbit/s.

9.3.3 MTE Terminal Subloop Access: Terms and Conditions

9.3.3.1 Access to Distribution Loops or Intrabuilding Cable Loops at an MTE Terminal within a non-Qwest owned MTE is done through an MTE-POI. Remote Collocation is not necessary because Sprint can access the Subloop without placing facilities in a Qwest Premises.

9.3.3.2 To obtain such access, Sprint shall complete the "MTE-Access Ordering Process" set forth in Section 9.3.5.4.

9.3.3.3 The optimum point and method to access Subloop elements will be determined during the MTE Access Ordering Process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security. Sprint may access the MTE Terminal as a test access point.

9.3.3.4 Sprint will work with the MTE building owner to determine where to terminate its facilities within the MTE. Sprint will be responsible for all work associated with bringing its facilities into and terminating the facilities in the MTE. Sprint shall seek to work with the building owner to create space for such terminations without requiring Qwest to rearrange its facilities.

9.3.3.5 If there is space in the building for Sprint to enter the building and terminate its facilities without Qwest having to rearrange its facilities, Sprint must seek to use such space. In such circumstances, an inventory of Sprint's terminations within the MTE shall be input into Qwest's systems to support Subloop orders before Subloop orders are provisioned or in conjunction with the first Subloop order in the MTE. Qwest shall have five (5) calendar Days from receipt of a written request from Sprint, in addition to the interval set forth in Section 9.3.5.4.1 to input the inventory of Sprint's terminations into its systems. Qwest may seek an extended interval if the work cannot reasonably be completed within the stated interval. In such cases, Qwest shall provide written notification to Sprint of the extended interval Qwest believes is necessary to complete the work, including a reasonable explanation for extending the interval. Sprint may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain the extended interval. If Sprint submits a Subloop order before Qwest inputs the inventory into its systems, Qwest shall process the order in accord with Section 9.3.5.4.1.

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

9.3.3.7 If there is no space for Sprint to place its building terminal or no accessible terminal from which Sprint can access such Subloop elements, and Qwest and Sprint are unable to negotiate a reconfigured Single Point of Interconnection (SPOI) to serve the MTE, Qwest will either rearrange facilities to make room for Sprint or construct a single point of access that is fully accessible to and suitable for Sprint. In such instances, Sprint shall pay Qwest a nonrecurring charge, which shall be ICB, based on the scope of the work required. If Sprint requests that a new SPOI be established, then Sprint shall pay Qwest a nonrecurring charge that shall be ICB, based on the scope of the work required. If the MTE terminal is hard wired in such a manner that a network Demarcation Point cannot be created, Qwest will rearrange the terminal to create a cross-connect field and Demarcation Point. Charges for such rearrangement shall be recovered through recurring termination charges.

9.3.3.7.1 If Qwest must rearrange its MTE Terminal to make space for Sprint, Qwest shall have forty-five (45) calendar Days from receipt of a written request from Sprint to complete the rearrangement. Qwest may seek an extended interval if the work cannot reasonably be completed within forty-five (45) calendar Days. In such cases, Qwest shall provide written notification to Sprint of the extended interval Qwest believes is necessary to complete the work. Sprint may dispute the need for, and the duration of, an extended interval, in which case Qwest must request a waiver from the Commission to obtain an extended interval.

9.3.3.7.2 If Qwest must construct a new detached terminal that is fully accessible to and suitable for Sprint, the interval for completion shall be negotiated between the Parties on an Individual Case Basis.

9.3.3.7.3 Sprint may cancel a request to construct an FCP or SPOI prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. Sprint shall be responsible for payment of all costs previously incurred by Qwest as well as any costs necessary to restore the property to its original condition.

9.3.3.8 At no time shall either Party rearrange the other Party's facilities within the MTE or otherwise tamper with or damage the other Party's facilities within the MTE. This does not preclude normal rearrangement of wiring or jumpers necessary to connect inside wire or intrabuilding cable to Sprint facilities in the manner described in the MTE Access Protocol. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.4 Detached Terminal Subloop Access: Terms and Conditions

9.3.4.1 With the exception of an MTE Terminal, unbundled Subloop elements are accessed at an FCP through an accessible terminal. However, if power and/or heat dissipation is required, a Remote Collocation request should be submitted pursuant to Section 8 of this Agreement.

9.3.4.2 To the extent that the accessible terminal does not have adequate capacity to house the network interface associated with the FCP, Qwest will place the FCP in an adjacent terminal when Technically Feasible.

9.3.4.3 Field Connection Point

9.3.4.3.1 Qwest is not required to build additional space for Sprint to access Subloop elements. When Technically Feasible, Qwest shall allow Sprint to construct its own structure adjacent to Qwest's accessible terminal. Sprint shall obtain any necessary authorizations or rights of way required (which may include obtaining access to Qwest rights of way, pursuant to section 10.8 of this Agreement) and shall coordinate its facility placement with Qwest, when placing their facilities adjacent to Qwest facilities. Obstacles that Sprint may encounter from cities, counties, electric power companies, property owners and similar third parties, when it seeks to interconnect its equipment at Subloop access points, will be the responsibility of Sprint to resolve with the municipality, utility, property owner or other third party.

9.3.4.3.2 The optimum point and method to access Subloop elements will be determined during the (FCP) process. The Parties recognize a mutual obligation to interconnect in a manner that maintains network integrity, reliability, and security.

9.3.4.3.3 Sprint must identify the size and type of cable that will be

terminated in the Qwest FCP location. Qwest will terminate the cable in the Qwest accessible terminal if termination capacity is available. If termination capacity is not available, Qwest will expand the FDI at the request of Sprint if Technically Feasible, all reconfiguration costs to be borne by Sprint. In this situation only, Qwest shall seek to obtain any necessary authorizations or rights of way required to expand the terminal. It will be the responsibility of Qwest to seek to resolve obstacles that Qwest may encounter from cities, counties, electric power companies, property owners and similar third parties. The time it takes for Qwest to obtain such authorizations or rights of way shall be excluded from the time Qwest is expected to provision the FCP. Sprint will be responsible for placing the cable from the Qwest FCP to its equipment. Qwest will perform all of the initial splicing at the FCP.

9.3.4.3.4 Sprint may cancel a FCP request prior to Qwest completing the work by submitting a written notification via certified mail to its Qwest account manager. Sprint shall be responsible for payment of all costs previously incurred by Qwest.

9.3.4.3.5 If the Parties are unable to reach an agreement on the design of the FCP through the FCP Process, the Parties may utilize the Dispute Resolution process pursuant to the Terms and Conditions Dispute Resolution Section. Alternatively, Sprint may seek arbitration under Section 252 of the Act with the Commission, wherein Qwest shall have the burden to demonstrate that there is insufficient space in the accessible terminal to accommodate the FCP, or that the requested Interconnection is not Technically Feasible.

9.3.4.4 At no time shall either Party rearrange the other Party's facilities within the accessible terminal or otherwise tamper with or damage the other Party's facilities. If such damage accidentally occurs, the Party responsible for the damage shall immediately notify the other and shall be financially responsible for restoring the facilities and/or service to its original condition. Any intentional damage may be reported to the proper authorities and may be prosecuted to the full extent of the law.

9.3.5. Ordering/Provisioning

9.3.5.1 All Subloop Types

9.3.5.1.1 Sprint may order Subloop elements through the Operational Support Systems described in Section 12.

9.3.5.1.2 Sprint shall identify Subloop elements by NC/NCI codes.

9.3.5.2 Additional Terms for Detached Terminal Subloop Access

9.3.5.2.1 Sprint may only submit orders for Subloop elements after the FCP is in place. The FCP shall be ordered pursuant to Section 9.3.5.5. Sprint will populate the LSR with the termination information provided at the completion of the FCP process.

9.3.5.2.2 Qwest shall dispatch a technician to run a jumper between its Subloop elements and Sprint's Subloop elements. Sprint shall not at any time

disconnect Qwest facilities or attempt to run a jumper between its Subloop elements and Qwest's Subloop elements without specific written authorization from Qwest.

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

9.3.5.3 Reserved for Future Use.

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

9.3.5.4.1 Sprint shall notify its account manager at Qwest in writing, including via e-mail, of its intention to provide access to Customers that reside within a MTE. Upon receipt of such request, Qwest shall have up to ten (10) calendar Days to notify Sprint and the MTE owner whether Qwest believes it or the MTE owner owns the intrabuilding cable. In the event that there has been a previous determination of on-premises wiring ownership communicated to another CLEC at the same MTE, Qwest shall provide such notification within two (2) business days. In the event that Sprint provides Qwest with a written claim by an authorized representative of the MTE owner that such owner owns the facilities on the Customer side of the terminal, the preceding ten (10) Day period shall be reduced to five (5) calendar Days from Qwest's receipt of such claim.

9.3.5.4.1.1 If Qwest fails to respond to an MTE Ownership Request, or fails to make a determination of ownership or control of on-premises wiring as provided in Section 9.3.5.4.1 above within twenty (20) Days after Sprint submits an MTE Ownership Request, or if ownership or control of on-premises wiring is otherwise unclear or disputed, Qwest will not prevent or in any way delay Sprint's use of the on-premises wiring to meet an End User Customer request for service. After Sprint has commenced use of the on-premises wiring and if Qwest demonstrates that the facility used by Sprint is on-premises wiring, or such determination is made pursuant to Dispute Resolution, Sprint will compensate Qwest for the use of such on-premises wiring, according to rates set forth in this Agreement, on a retroactive basis from the date of when Qwest demonstrates compliance with Sections 9.3.8.2 and 9.3.8.3.

9.3.5.4.2 If the MTE owner owns the facilities on the Customer side of the terminal, Sprint may obtain access to all facilities in the building in accordance with Section 9.5 concerning access to unbundled NIDs.

9.3.5.4.3 If Qwest owns the facilities on the Customer side of the terminal and if Sprint requests space to enter the building and terminate its facilities and Qwest must rearrange facilities or construct new facilities to accommodate such access, Sprint shall notify Qwest. Upon receipt of such notification, the intervals set forth in Section 9.3.3 shall begin.

9.3.5.4.4 Sprint may only submit orders for Subloop elements after the facilities are rearranged and/or a new facility constructed, if either are necessary. Sprint will populate the LSR with the termination information provided by Sprint at

the completion of the inventory process except when submitting LSRs during the creation of the inventory.

9.3.5.4.5 If Sprint ordered Intrabuilding Cable Loop, Sprint shall dispatch a technician to run a jumper between its Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI, in accordance with the MTE Access Protocol. If Sprint ordered a Subloop type other than Intrabuilding Cable Loop, Qwest will dispatch a technician to run a jumper between Sprint's Subloop elements and Qwest's Subloop elements to make a connection at the MTE-POI. Sprint, at its option, may request that Qwest run the jumper for Intrabuilding cable in MTEs when the inventory is done and a complete LSR has been submitted.

9.3.5.4.5.1 When Sprint accesses a MTE Terminal, it shall employ generally accepted best engineering practices in accordance with industry standards. Sprint shall clearly label the cross-connect wires it uses. Sprint wiring will be neatly dressed. When Sprint accesses Subloops in MTE Terminals, it shall adhere to Qwest's Standard MTE Terminal Access Protocol unless the Parties have negotiated a separate document for such Subloop access. If Sprint requests a MTE Terminal access protocol that is different from Qwest's Standard MTE Terminal Access Protocol, Qwest shall negotiate with Sprint promptly and in good faith toward that end.

9.3.5.4.6 Once inventory is complete and, if necessary, the facilities are rearranged and or a new facility constructed, and when Qwest runs the jumper, the Subloop Provisioning intervals contained in Exhibit C shall apply.

9.3.5.4.7 For access to Qwest's on-premises MTE wire as a Subloop element, Sprint shall be required to submit an LSR, but need not include thereon the circuit-identifying information or await completion of LSR processing by Qwest before securing such access. Qwest shall secure the circuit-identifying information, and will be responsible for entering it on the LSR when it is received. Qwest shall be entitled to charge for the Subloop element as of the time of LSR submission by Sprint.

9.3.5.5 FCP Ordering Process

9.3.5.5.1 Sprint shall submit an FCP Application Form to Qwest. The FCP Application Form shall be completed in its entirety.

9.3.5.5.2 After construction of the FCP is complete, Sprint will be notified of its termination location, which will be used for ordering Subloops.

9.3.5.5.2.1 The following constitute the intervals for Provisioning a FCP, which begins upon Qwest's receipt of a complete FCP Application Form from Sprint:

9.3.5.5.2.1.1 Any Remote Collocation in which Sprint will install equipment requiring power and/or heat dissipation shall be in accordance with the intervals set forth in Section 8.4.

9.3.5.5.2.1.2 A FCP in a detached terminal shall be provisioned within ninety (90) Days from Qwest's receipt of a complete FCP Application.

9.3.5.5.2.1.3 If Qwest denies a request for FCP in a Qwest Premises due to space limitations, Qwest shall allow Sprint representatives to inspect the entire Premises escorted by Qwest personnel within ten (10) Days of Sprint's receipt of the denial of space, or a mutually agreed upon date. Qwest will review the detailed space plans (to the extent space plans exist) for the Premises with Sprint during the inspection, including Qwest reserved or optioned space. Such tour shall be without charge to Sprint. If, after the inspection of the Premises, Qwest and Sprint disagree about whether space limitations at the Premises make FCP impractical, Qwest and Sprint may present their arguments to the Commission. In addition, if after the fact it is determined that Qwest has incorrectly identified the space limitations, Qwest will honor the original FCP Application Date for determining RFS unless both Parties agree to a revised date.

9.3.5.5.2.1.4 Payment for the remaining nonrecurring charges shall be upon the RFS date. Upon completion of the construction activities and payment of the remaining nonrecurring charge, Qwest will schedule with Sprint an inspection of the FCP if requested and Qwest will provide Sprint with the necessary subloop ordering information. With prior arrangements, Sprint can request testing of the FCP at the time of the inspection. If Qwest, despite its best efforts, including notification through the contact number on the FCP Application, is unable to schedule the inspection with Sprint within twenty-one (21) Days of the RFS, Qwest shall activate the applicable charges.

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

9.3.6 Rate Elements

9.3.6.1 All Subloop Types

9.3.6.1.1 Subloop Recurring Charge - Sprint will be charged a monthly recurring charge pursuant to Exhibit A for each Subloop ordered by Sprint.

9.3.6.1.2 Subloop Trouble Isolation Charge - Sprint will be charged a Trouble Isolation Charge pursuant to the Support Functions – Maintenance and Repair Section when trouble is reported but not found on the Qwest facility.

9.3.6.2 Reserved for Future Use.

9.3.6.3 Additional rates for Detached Terminal Subloop Access:

9.3.6.3.1 FCP Charge: Acceptance – After receipt of an FCP Quote Form from Qwest, Sprint shall formally accept the quote in order for Qwest to continue the processing of the FCP Application. An FCP Acceptance shall be considered complete, if it contains:

a) Signed Notification of Acceptance; and

b) Payment of fifty percent (50%) of quoted charges.

9.3.6.3.2 Any Remote Collocation in which Sprint will install equipment requiring power and/or heat dissipation shall be in accordance with the rate elements set forth in Section 8.3.

9.3.6.3.3 Subloop Non-Recurring Jumper Charge: Sprint will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by Sprint.

9.3.6.4 Additional Rates for MTE Terminal Subloop Access

9.3.6.4.1 Subloop Nonrecurring Charge - Sprint will be charged a nonrecurring charge for the time and materials required for Qwest to complete the inventory of Sprint's facilities within the MTE such that Subloop orders can be submitted and processed.

9.3.6.4.2 Subloop Non-Recurring Jumper Charge – If Sprint ordered a Subloop type other than Intrabuilding Cable Loop, Sprint will be charged a nonrecurring basic installation charge for Qwest running jumpers within the accessible terminal pursuant to Exhibit A for each Subloop ordered by Sprint.

9.3.7 Repair and Maintenance

9.3.7.1 Detached Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the accessible terminal and Sprint will maintain all of its facilities and equipment in the accessible terminal.

9.3.7.2 MTE Terminal Subloop Access: Qwest will maintain all of its facilities and equipment in the MTE and Sprint will maintain all of its facilities and equipment in the MTE.

9.4 Line Sharing

9.4.1 Description

Line Sharing provides Sprint with the opportunity to offer advanced data services simultaneously with an existing End User Customer's analog voice-grade (POTS) service on a single copper Loop referred to herein as the "Shared Loop" or "Line Sharing", by using the

frequency range above the voice band on the copper Loop. This frequency range will be referred to herein as the High Frequency Spectrum Network Element (HUNE). A POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous data transmission and POTS service. The POTS service must be provided to the End User Customer by Qwest. This Section does not prohibit Line Splitting, which is addressed in Section 9.21.

9.4.1.1 Line Sharing occurs on the copper portion of the Loop (i.e., copper Loop or shared copper distribution). Qwest will provide Sprint with the network elements to transport data from Qwest remote terminals including unbundled Dark Fiber, DS1 capable Loop, and OCN. Qwest will also provides Sprint with the ability to commingle its data with Qwest's pursuant to Section 9.20 with Unbundled Packet Switching. To the extent additional Line Sharing technologies and transport mechanisms are identified, Qwest will allow Sprint to Line Share to the extent that Qwest is obligated by law to provide access to such technology. Upon denial of Sprint's request for such additional technologies and transport mechanisms, the burden shall be upon Qwest to demonstrate that such Line Sharing method is not Technically Feasible. For each additional Line Sharing technology and transport mechanism identified, and upon Commission approval, Qwest will amend the rates, terms and conditions for Line Sharing as appropriate.

9.4.2 Terms and Conditions

9.4.2.1 General

9.4.2.1.1 To order the HUNE, Sprint must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer as provided for in this Section, and the End User must have dial tone originating from a Qwest Switch in that Wire Center. Sprint must provide the End User Customer with, and is responsible for, the installation of a Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.4.2.1.2 Reserved for Future Use.

9.4.2.1.3 Sprint may use the HUNE to provide any xDSL services that will not interfere with analog voiceband transmissions in accordance with FCC rules. Such services that currently are presumed to meet this standard are ADSL, RADSL Multiple Virtual Lines (MVL) and G.lite. In the future, additional services may be used by Sprint to the extent those services are deemed acceptable for Line Sharing deployment under applicable FCC rules.

9.4.2.1.4 Neither Sprint nor Qwest may utilize the HUNE on a given copper Loop if another Telecommunications Carrier, is already using the high frequency spectrum to provide data unless the End User Customer, Sprint, or Qwest disconnects the original Telecommunications Carrier's high-frequency service.

9.4.2.1.5 Sprint may request, and Qwest will provide, conditioning of Shared Loops to remove load coils, excess Bridged Taps, or electronics subject to the charges for Loop conditioning in Exhibit A, if applicable. Qwest will

perform requested conditioning, including de-loading and removal of excess Bridged Taps, unless Qwest demonstrates in advance that conditioning a Shared Loop will significantly degrade the End User Customer's analog voice-grade POTS service. Based on the pre-order make-up of a given copper Loop, Sprint can make a preliminary determination if the Loop can meet the technical parameters applicable to the data service it intends to provide over the Loop. After a Shared Loop is ordered and the design layout record is reviewed by Sprint, it is Sprint's responsibility to determine if the Shared Loop meets the technical parameters applicable to the data service it intends to provide over the Shared Loop. If Sprint requests conditioning, contrary to Qwest's recommendation, and the conditioning significantly degrades the voice services on the loop to the point where it is unacceptable to the end-user, Sprint shall pay the conditioning charges to recondition the loop.

9.4.2.1.6 Qwest will provide Sprint with access to the HUNE through POTS Splitters installed in Qwest Wire Centers. POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of Sprint: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in this Section. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination.

9.4.2.1.7 Sprint will provide Qwest with non-binding, good faith, rolling quarterly forecasts for Shared Loop volumes on a Wire Center by Wire Center basis. Qwest will keep forecasts confidential and will not share forecasts with any person involved in Qwest retail operations, product planning or marketing.

9.4.2.2 Sprint Collocation Area Splitter

9.4.2.2.1 If Sprint elects to have POTS Splitters installed in Qwest Wire Centers via the standard Collocation arrangements set forth in the Collocation Section, Sprint will either purchase the POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Sprint will be responsible for installing and maintaining the POTS Splitters in its Collocation areas within Qwest Wire Centers.

9.4.2.2.2 Sprint may designate some or all of its existing TIE Cables for use in connection with Line Sharing. Qwest will perform any necessary TIE Cable reclassifications, frame re-stenciling, and related work for which it is responsible and that is required to provision Line Sharing. Charges will apply pursuant to Exhibit A of the Agreement.

9.4.2.2.3 Two (2) ITPs and two (2) TIE Cables will be needed to connect POTS Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter located in Sprint's Collocation area. The voice and data traffic will be separated at the POTS Splitter. The data traffic will be routed to Sprint's network

within its Collocation area. The voice traffic will be routed to the COSMIC™/MDF Switch termination, via the ICDF, using a second TIE Cable and a second ITP.

9.4.2.2.4 Interconnection Tie Pairs and TIE Cables. There are two (2) types of ITP arrangements for connecting the Qwest network to the Sprint provided Splitter, depending on whether Sprint elects to use an ICDF or direct connections.

9.4.2.2.4.1 Sprint may elect to use an ICDF. In this instance, one ITP carries the combined voice/data signal from the COSMIC™/MDF Loop termination to the ICDF and a second ITP carries the voice only signal from the ICDF to the COSMIC™/MDF Switch termination. For each Shared Loop, two (2) pairs of the TIE cable must be used: one pair of the TIE Cable will carry the voice/data from the ICDF to the Sprint provided Splitter, and the second pair will carry the voice-only signal from the Sprint provided Splitter to the ICDF.

9.4.2.2.4.2 Sprint may elect to use direct connections between the Sprint-provided Splitter and the COSMIC™/MDF. In this instance, Qwest will provide one TIE Cable between each module of the COSMIC™/MDF and the Sprint-provided Splitter. One pair in the TIE Cable will carry the combined voice/data signal from the COSMIC™/MDF Loop termination to the Sprint-provided Splitter in Sprint's Collocation space. A second pair in the TIE Cable will carry the voice-only signal from the Sprint-provided Splitter to the Switch termination on the COSMIC™/MDF. These TIE Cables will be dedicated to Sprint's use, and, as a result, the full cost of the necessary Mechanized Engineering and Layout for Distributing Frame (MELD™) run, cable placement, and cable termination, and associated COSMIC™/MDF hardware to terminate a TIE Cable on each outside plant and Switch equipment module of the COSMIC™/MDF will be assessed to Sprint in accordance with Section 8 (Collocation). To minimize Sprint's cost, to the extent feasible, Qwest shall consolidate Sprint's requirements with the requirements of Qwest and other CLECs into a single MELD run whenever feasible. Costs of such consolidated MELD runs shall be prorated among the Parties, including Qwest. Qwest will provide, for each Shared Loop, the TIE Cable pair assignments.

9.4.2.2.5 The Demarcation Points between Qwest's network and Sprint's network will be the place where the combined voice and data Loop is connected to the ICDF, or where Sprint chooses a direct connection to the COSMIC™/MDF, where the combined voice and data Loop originates from Sprint's Collocation.

9.4.2.3 Common Area Splitter Collocation

9.4.2.3.1 If Sprint elects to have POTS Splitters installed in Qwest Wire Centers via Common Area Splitter Collocation, the POTS Splitters will be installed in those Wire Centers in one of the following locations: (a) in a relay rack as close to Sprint's DS0 termination points as possible; (b) on an ICDF to the extent such a frame is available; or (c) where options (a) and (b) are not available, or in Wire Centers with network access line counts of less than 10,000, on the COSMIC™/MDF or in some other appropriate location such as an existing

Qwest relay rack or bay. In the event that the option selected by Sprint is not available, Qwest may place Sprint's splitter in some other appropriate location such as an existing Qwest relay rack or bay. Sprint either may purchase POTS Splitters or have Qwest purchase the POTS Splitters subject to full reimbursement of the cost of the POTS Splitters plus any pass through actual vendor invoice costs, including but not limited to, taxes, shipping and handling. The POTS Splitters must meet the requirements for Central Office equipment Collocation set by the FCC. Qwest will be responsible for installing and maintaining the POTS Splitters, but Sprint will lease the POTS Splitters to Qwest at no cost. Qwest may co-mingle the POTS Splitters' shelves of different CLECs in a single relay rack or bay. Qwest will not be responsible for shortages of POTS Splitters or Qwest's inability to obtain POTS Splitters from vendors, if acting as purchasing agent on behalf of Sprint.

9.4.2.3.2 Two (2) ITPs and four (4) TIE Cables will be needed to connect the POTS Splitters to the Qwest network. One (1) ITP will carry both voice and data traffic from the COSMIC™/MDF Loop termination, to an appropriate ICDF. From this frame, one (1) TIE Cable will carry both voice and data traffic to the POTS Splitter. The voice and data traffic will be separated at the POTS Splitter, and the separated voice and data traffic will be routed to the ICDF via separate TIE Cables (i.e., the second and third TIE Cables). At the ICDF, the data traffic will be routed to Sprint's Collocation area via a fourth TIE Cable, and the voice traffic will be routed to the COSMIC™/MDF Switch termination, via a second ITP. In the alternative, Sprint may request that Qwest directly cable the data from the POTS Splitters to the Sprint collocation area under these same terms pursuant to Section 8.3.1.11.2.

9.4.2.3.3 Qwest will provide the cabling used for TIE Cables between the POTS Splitter and the ICDF. The POTS Splitter Tie Cable Connection Charge will apply.

9.4.2.3.4 The Demarcation Point between Qwest's network and Sprint's network will be at the place where the data Loop leaves the POTS Splitter on its way to Sprint's collocated equipment.

9.4.3 Line Sharing Deployment

9.4.3.1 New applications for installation of POTS splitters will be processed in the manner outlined in the Collocation section for Cageless or Common Area Splitter Collocation. Sprint may submit applications for additional DSO TIE cable terminations and/or reclassifications to support Line Sharing. Qwest will process any such applications for augmentation and/or reclassification of DSO TIE cable terminations under intervals as outlined below in this Section.

9.4.3.2 Augmentation intervals will be thirty (30) days.

9.4.3.3 The interval for reclassification will be fifteen (15) days, subject to the following terms and conditions. If requested reclassification engineering results in additional requirements for DSO TIE Cable termination or TIE Cable support, the interval will default to thirty (30) days.

9.4.3.4 In the event Sprint, or Qwest acting as purchasing agent for Sprint, is unable to procure any equipment needed to complete all work required by applications submitted to Qwest by Sprint, including but not limited to, POTS splitters or cabling, Qwest will install the subject equipment when it becomes available. If Qwest is acting as purchasing agent for Sprint and is unable to procure equipment to complete all work in a timely manner, Sprint may provide Qwest with the subject equipment. Sprint will be notified by Qwest of the required material on-site date for the affected Wire Center(s) and Sprint will have two (2) business days to determine if it will be able to provide the subject equipment in advance of the material on-site date. If Sprint does not notify Qwest in writing of its intent to provide the subject equipment within this two (2) business days period, or if the subject equipment is not provided in a timely manner, Qwest will install the subject equipment when available.

9.4.4 Rate Elements

9.4.4.1 Recurring Rates for Shared Loop

9.4.4.1.1 Shared Loop Charge - A monthly recurring charge for the use of the Shared Loop will apply.

9.4.4.1.2 OSS Charge - A monthly recurring charge to recover upgrades to Qwest Operational Support Systems required to accommodate Line Sharing will apply.

9.4.4.2 Nonrecurring Rates for the Shared Loop

9.4.4.2.1 Basic Installation Charge for Shared Loop – A nonrecurring charge for each Shared Loop installed Qwest will apply. If Sprint requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A may apply for removal of load coils and excess Bridged Taps.

9.4.4.2.2 If Sprint requests conditioning of a Shared Loop, a nonrecurring conditioning charge specified in Exhibit A may apply for removal of load coils and excess Bridged Taps, if applicable. If Sprint orders conditioning of the Loop, contrary to Qwest's recommendation, and the conditioning significantly degrades the voice services on the Loop to the point it is unacceptable to the End User Customer, Sprint shall pay the conditioning charge in Exhibit A to recondition the Loop.

9.4.4.3 Nonrecurring Rates for Tie Cable Reclassification

9.4.4.3.1 Reclassification Charge - A nonrecurring charge will apply, based on time and materials for reclassification of existing TIE cable capacity, by among other things, reclassification of existing TIE cables for Line Sharing, frame re-stenciling, and any other work performed between Sprint's Collocation and the ICDF required to provision Line Sharing.

9.4.4.4 Nonrecurring Rates for Maintenance and Repair

9.4.4.4.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with Section 12.3.4.

9.4.4.4.2 Additional Testing – Sprint may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.4.4.5 Rates for Common Area Splitter Collocation

9.4.4.5.1 Splitter Shelf Charge – This charge recovers installation and ongoing maintenance associated with Splitter installation, bay installation, lighting costs, aerial support structures, grounding charge and engineering labor. These are both recurring and nonrecurring charges.

9.4.4.5.2 POTS Splitter Charge – A nonrecurring charge will apply for the cost of each POTS Splitter purchased by Qwest on behalf of Sprint. This charge will cover the cost of the POTS Splitter, plus any associated costs incurred by Qwest to order the POTS Splitter.

9.4.4.5.3 Engineering – A nonrecurring charge will apply for the planning and engineering associated with placing POTS splitters in the Central Office, either in a bay, on the ICDF, or on the MDF/COSMIC™.

9.4.4.6 POTS Splitter TIE Cable Connections Charge – A nonrecurring charge will apply for the cost of each TIE Cable connected to the POTS Splitters. This charge will cover both the TIE cables and associated blocks per 100 pair between the POTS Splitter and the ICDF or Splitter bay.

9.4.4.7 The rates for each of the aforementioned Line Sharing rate elements are set forth in Exhibit A. All of these rates are interim and will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a Line Sharing cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are set by the Commission.

9.4.5 Ordering Process

9.4.5.1 Shared Loop

9.4.5.1.1 As a part of the pre-order process, Sprint can access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. Sprint will determine, in its sole discretion, whether to order the HUNE across any specific copper Loop. Qwest and Sprint will work together to modify the Loop Information Tool to better support Line Sharing. Qwest and Sprint will verify the parameters associated with the loop. If Sprint elects to provision the xDSL service beyond the agreed upon parameters, Sprint shall accept the risk that the Loop selected may not be suitable for providing the

type of xDSL service Sprint seeks to provide.

9.4.5.1.2 Prior to placing an LSR for Shared Loop, Sprint must obtain a Proof of Authorization from the End User Customer in accordance with the Proof of Authorization Section.

9.4.5.1.3 Splitter Meet Points for Shared Loop will be provided to Sprint on the Line Sharing Actual Point of Termination (APOT) form specifically for Shared Loop requests. Sprint will provide on the LSR, the appropriate frame terminations which are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC™/MDF and ICDF.

9.4.5.1.4 Basic Installation "lift and lay" procedure will be used for all Shared Loop orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to Sprint's collocated equipment in the same Wire Center.

9.4.5.1.4.1 Qwest will test for electrical faults (e.g., opens, and/or foreign voltage) on Shared Loops as part of basic installation. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF.

9.4.5.1.5 Qwest will provision the Shared Loop within the standard unbundled Loop Provisioning interval, as defined in Exhibit C.

9.4.5.1.6 Sprint shall not place initial orders for Shared Loops until all infrastructure work necessary to provision Line Sharing in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed. Upon Sprint request at any time, including before placing an order, Qwest will arrange for a wire center walkthrough to verify the Line Sharing installation including APOT Information and associated databases, wiring and stenciling in the Qwest Wire Center.

9.4.5.2 Common Area Splitter Collocation

9.4.5.2.1 This Section only applies to situations where Sprint orders placement of the Splitter in a common area.

9.4.5.2.2 New POTS Splitter shelves may be ordered at the same time as a new Collocation on a single Collocation application form. A single ordering processing charge applies. Standard intervals as contained in Exhibit C will apply.

9.4.5.2.3 New POTS Splitter shelves may be ordered with an existing Collocation. Sprint must submit a new Collocation application form and the applicable fee to Qwest. Standard intervals as contained in Exhibit C will apply.

9.4.5.3 TIE Cable Reclassification

9.4.5.3.1 To the extent Sprint has existing TIE Cables extending from an ICDF to its Collocation space, Sprint may request that these existing TIE Cables

be reclassified for use with Line Sharing. Sprint shall request reclassification or augmentation through the same process used to order new terminations.

9.4.6 Repair and Maintenance

9.4.6.1 Qwest will allow Sprint to access Shared Loops at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

9.4.6.2 Qwest will be responsible for repairing voice services provided over Shared Loops and the physical line between Network Interface Devices at End User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest will also be responsible for inside wiring at End User Customer premises in accordance with the terms and conditions of inside wire maintenance agreements, if any, between Qwest and its End User Customers. Sprint will be responsible for repairing data services provided on Shared Loops and is entitled to test the entire frequency range of the Loop facility. Qwest and Sprint each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.4.6.3 Qwest and Sprint will continue to develop repair and maintenance procedures for Line Sharing and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.qwest.com/wholesale/pcat In the interim, Qwest and Sprint agree that the following general principles will guide the repair and maintenance process for Line Sharing.

9.4.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of a Shared Loop for data services, Qwest and Sprint will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service provided to an End User Customer over a Shared Loop without the written permission of Sprint unless the End User Customer's voice service is so degraded that the End User Customer cannot originate or receive voice grade calls and/or the End User Customer authorizes Qwest to disconnect the data service. Qwest will notify Sprint whenever this occurs upon voice trouble ticket closure.

9.4.6.3.2 Qwest and Sprint are responsible for their respective End User Customer base. Qwest and Sprint will have the responsibility for resolution of any service trouble report(s) initiated by their respective End User Customers.

9.4.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on Shared Loops in response to trouble tickets initiated by Sprint. Testing will be done in such a way as to ensure circuit integrity from the Central Office Demarcation Point to the MDF. When trouble tickets are initiated by Sprint, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess Sprint the TIC Charge.

9.4.6.3.4 When trouble reported by Sprint is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of Sprint on a case-by-case basis.

Sprint may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide Sprint with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, Sprint will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which Sprint is responsible, Qwest will assess the appropriate Miscellaneous Charge.

9.4.6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, Sprint will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. Sprint will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.4.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, Sprint may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing Shared Loops. This equipment must meet the requirements for Central Office equipment set by the FCC in its March 31, 1999 Order in CC Docket No. 98-147.

9.4.6.6 Qwest and Sprint will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.5 Network Interface Device (NID)

9.5.1 Description

The Qwest NID is defined as any means of interconnection of on-premises wiring and Qwest's distribution plant, such as a cross connect device used for that purpose. Specifically, the NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit at a premises. If Sprint seeks to access a NID as well as a Subloop connected to that NID, it may do so only pursuant to Section 9.3. If Sprint seeks to access only a NID (i.e., Sprint does not wish to access a Subloop connected to that NID), it may only do so pursuant to this Section 9.5. Qwest shall permit Sprint to connect its own Loop facilities to on-premises wiring through Qwest's NID, or at any other Technically Feasible point. The NID carries with it all features, functions and capabilities of the facilities used to connect the Loop distribution plant to the Customer premises wiring, including access to the Cross Connection field, regardless of the particular design of the NID mechanism. Although the NID provides the connection to the Customer premises wiring, it may not represent the Demarcation Point where Qwest ownership or control of the intra-premises wiring ends. The NID contains a protective ground connection that protects the Customer's on-premises wiring against lightning and other high voltage surges and is capable of terminating media such as twisted pair cable. If Sprint orders Unbundled Loops on a reuse basis, the existing drop and Qwest's NID, as well as any on premises wiring that Qwest owns or controls, will remain in place and continue to carry the signal over the Customer's on-premises wiring to the End User Customer's equipment. Notwithstanding the foregoing, an Unbundled Loop and any Subloop terminating at a NID shall include the existing drop and the functionality of the NID as more specifically set forth in Section

9.2. The NID is offered in three (3) varieties:

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

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

9.5.1.3 Multi-Tenant (MTE) NID - The MTE NID is divided into two (2) functional components: one containing the over-voltage unit (protector) and the other containing the terminations of the on-premises inside wiring. Such devices contain the protectors for, and may be located externally or internally to the premises served.

9.5.2 Terms and Conditions

9.5.2.1 Sprint can use the existing Qwest NID to terminate its drop if space permits, otherwise a new NID or other Technically Feasible Interconnection point is required. If Sprint installs its own NID, Sprint may connect its NID to the Qwest NID by placing a cross-connect between the two. When Provisioning a NID to NID connection, Sprint will isolate the Qwest facility in the NID by unplugging the modular unit. If Sprint requires that a non-modular unit be replaced with a modular NID, Qwest will perform the replacement for the charge described in Section 9.5.3.1. If Sprint is a facility based provider up to and including its NID, the Qwest facility currently in place, including the NID, will remain in place. At no time should any Carrier remove another Carrier's Loop facilities from the protector side of that Carrier's NID.

9.5.2.1.1 Qwest shall allow Sprint to connect its Loops directly to the NID field containing the terminations of the on-premises inside wiring not owned or controlled by Qwest, without restriction. Where Qwest does not own or control the on-premises inside wiring, Sprint and the landowner shall determine procedures for such access.

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

9.5.2.1.3 Pursuant to generally acceptable work practices, and provided the inside wire retermination is required to meet service requirements of either Parties' End User Customer. Either Party may remove the inside wire from the NID and connect that wire to that Party's own NID. Future installation of Qwest NIDs will be such that it will not unnecessarily impede access to the Customer's

wiring.

9.5.2.1.4 Sprint may enter the subscriber access chamber or "End User Customer side" of "dual chamber" NID enclosures for the purpose of NID to NID connections.

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

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

9.5.2.3 When Sprint accesses a Qwest NID, it shall employ generally accepted best engineering practices and comply with industry standards should such standards exist when it physically connects its NID (or equivalent) to the Qwest NID and makes Cross Connections necessary to provide service. At MTE NIDs, Sprint shall clearly label the cross-connect wires it uses to provide service. Qwest shall label its terminals when a technician is dispatched.

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

9.5.2.5 If so requested by Sprint, Qwest shall allow Sprint to connect its Loops directly to the protector field at Qwest NIDs that have unused protectors and are not used by Qwest or any other Telecommunications Carrier to provide service to the premises. If Sprint accesses the Qwest protector field it shall do so on the distribution side of the protector field only where spare protector capacity exists. In such cases, Sprint shall only access a Qwest NID protector field in cable increments appropriate to the NID. If twenty-five (25) or more metallic cable pairs are simultaneously terminated at the MTE NID, additions must be in increments of twenty-five (25) additional metallic pairs. In all cases, Telecommunications cables entering a Qwest NID must be terminated in compliance with FCC 88-57, section 315 of the National Electric Safety Code and section 800.30 of the National Electric Code.

9.5.3 Rate Elements

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

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

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

9.5.3.4 Where Qwest makes 9.5.2.1.5 rearrangements to the inside wire terminations or terminal enclosure upon Sprint request pursuant to Section 9.5.2.1.5, charges will be assessed on a time and materials basis.

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

9.5.4 Ordering Process

9.5.4.1 Reserved for Future Use.

9.5.4.2 Sprint may access a MTE NID after determining that the terminal in question is a NID, per the process identified in Section 9.3. If the terminal is a NID and Sprint wishes to access the Customer field of the NID, no additional verification is needed by Qwest. Sprint shall tag their jumper wire.

9.5.4.2.1 When Sprint seeks to connect to a cross-connect field other than to the Customer field of the NID, Sprint shall submit a LSR for connection to the NID. Qwest shall notify Sprint, within 10 business days, if the connection is not Technically Feasible. In such cases, Qwest shall inform Sprint of the basis for its claim of technical infeasibility and, at the same time, identify all alternative points of connection that Qwest would support. Sprint shall have the option of employing the alternative terminal or disputing the claim of technical infeasibility pursuant to the dispute resolution provisions of this Agreement. No additional verification is needed by Qwest and Sprint shall tag their jumper wire.

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

9.5.5 Maintenance and Repair

9.5.5.1 If Qwest is dispatched to an End User Customer's location on a maintenance issue and finds the NID to be defective, Qwest will replace the defective element or, if beyond repair, the entire device at no cost to Sprint. If the facilities and

lines have been removed from the protector field or damaged by Sprint, Sprint will be responsible for all costs associated with returning the facilities and lines back to their original state. Charges for this work will be on a time and materials basis and billed directly to Sprint. Billing disputes will be resolved in accordance with the dispute resolution process contained in this Agreement. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.6 Unbundled Dedicated Interoffice Transport (UDIT)

Qwest shall provide access to Unbundled Dedicated Interoffice Transport (UDIT) in a non-discriminatory manner according to the following terms and conditions.

9.6.1 Description

9.6.1.1 Unbundled Dedicated Interoffice Transport (UDIT) provides Sprint with a Network Element of a single transmission path between Qwest End Office Switches, Serving Wire Centers or Tandem Switches in the same LATA and state. A UDIT can also provide a path between one CLEC in one Qwest Wire Center and a different CLEC in another Qwest Wire Center. Extended Unbundled Dedicated Interoffice Transport (EUDIT) provides Sprint with a bandwidth specific transmission path between the Qwest Serving Wire Center to Sprint's Wire Center or an IXC's Point of Presence located within the same Qwest Serving Wire Center area. UDIT is a distance-sensitive, flat-rated bandwidth-specific interoffice transmission path designed to a DSX in each Qwest Wire Center. Qwest shall allow Sprint to access UDIT that is a part of a Meet Point arrangement between Qwest and another Local Exchange Carrier if Sprint has an interconnection agreement containing access to UDIT with connecting Local Exchange Carrier at the determined Meet Point. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest. EUDIT is a flat-rated, bandwidth-specific interoffice transmission path. EUDIT and UDIT are available in DS0 through OC-192 bandwidths and such higher capacities as evolve over time where facilities are available. EUDIT and UDIT in bandwidths up to OC-48 are defined products. Higher bandwidths can be ordered using the Special Request Process. Sprint can assign channels and transport its choice of voice or data. Specifications, interfaces and parameters are described in Qwest Technical Publication 77389.

9.6.1.2 An unbundled multiplexer is offered as an optional stand-alone element associated with UDIT. A 3/1 multiplexer provides Sprint with the ability to multiplex the DS3 44.736 Mbps signal to 28 DS1 1.544 Mbps channels. The 3/1 multiplexer, in conjunction with an ITP, provides a DS3 signal terminated at a Demarcation Point and 28 DS1 signals terminated at a Demarcation Point. A 1/0 multiplexer provides Sprint with the ability to multiplex the DS1 1.544 Mbps signal to 24 DS0 64 Kbps channels. The 1/0 multiplexer provides a DS1 signal terminated at a Demarcation Point and 24 DS0 signals terminated at a Demarcation Point. SONET add/drop multiplexing is available on an ICB basis where facilities are available and capacity exists.

9.6.1.3 In conjunction with a UDIT, Sprint may order Remote Node/Remote Port at the Sprint Wire Center or IXC POP, if the Remote Node is already installed and spare card capacity exists. Remote Node provides the equipment necessary to deliver bandwidth capacities of OC-3, OC-12, OC-48 and OC-192 (SRP). At least one Remote Port (card) must be ordered with Remote Node to deliver the specified payload. A

Remote Node at OC-3 can deliver 3 DS3s or 84 DS1s; at OC-12 a payload of 4 OC-3 or 12 DS3 or 336 DS1; at OC-48 a payload of 4 OC-12s or 16 OC-3s or 48 DS3s.

9.6.2 Terms and Conditions

9.6.2.1 To the extent that Sprint is ordering access to a UNE Combination, and Cross Connections are necessary to combine UNEs, Qwest will perform requested and necessary Cross Connections between UNEs in the same manner that it would perform such Cross Connections for its End User Customers or for itself. If not ordered as a combination, Sprint is responsible for performing Cross Connections at its Collocation or other mutually determined Demarcation Point between UNEs and ancillary or Finished Services, and for transmission design work including regeneration requirements for such connections. Such Cross Connections will not be required of Sprint when Sprint orders a continuous dedicated transport element from one point to another. UDIT may be directly connected via a collocation arrangement to Finished Services except for services that the Commission or the FCC expressly prohibits to be connect to UDIT by Existing Rules.

9.6.2.2 Sprint must order all multiplexing elements (if it chooses the multiplexing option) with its initial installation for the 3/1 multiplexer, including all 28 DS1s and the settings on the multiplexer cards. If options are not selected and identified on the order by Sprint, the order will be held until options are selected. For the 1/0 multiplexer, the low side channels may be ordered as needed. Low Side Channelization charges are assigned as channels are ordered. When Loops are ordered in combination with multiplexing, Qwest will provision Loops directly terminated to the multiplexer.

9.6.2.3 With the exception of combinations provided through the UNE Combinations Section 9.23, Sprint may utilize any form of Collocation at both ends of the UDIT. Collocation is required at the Qwest Central Office end of EUDIT. When UDIT and EUDIT are ordered together, at the same bandwidth, to form a single transmission path, Collocation is required only when one end of the unbundled transport terminates in a Qwest Central Office. Channel Regeneration will not be charged separately for Interconnection between a collocation space and Qwest's network. Cable distance limitations are based on the current version of the ANSI standard T1.102-1993 "Digital Hierarchy – Electrical Interface; Annex B".

9.6.2.4 Sprint shall not use EUDIT as a substitute for special or Switched Access Services, except to the extent Sprint provides such services to its End User Customers in association with local Exchange Services. Pending resolution by the FCC, Qwest will not apply the local use restrictions contained in 9.23.3.7.2.

9.6.2.5 For DS1 EUDIT, Qwest may provide existing copper to Sprint's Serving Wire Center. For EUDIT above DS1, Qwest provides an optical interface at the location requested by Sprint.

9.6.2.6 At the terminating location for each EUDIT, space shall be provided to Qwest for the necessary termination equipment. Where spare electronics not reserved for LIS trunking exist, Qwest will, upon request, allow termination of an EUDIT on the electronics and card the electronics to permit EUDIT to have the full features and functionalities of the electronics.

9.6.2.7 EUDIT cannot traverse a Qwest Wire Center

9.6.3 Rate Elements

9.6.3.1 DS1 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS1 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 1.544 Mbps termination at a DSX or DCS. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) S1 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS1 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) DS1 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 1.544 Mbps between a Qwest Wire Center and Sprint Wire Center or IXC Point of Presence. This is a non-distance sensitive rate element.

d) DS1 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS1 service.

e) DS1 EUDIT Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS1 EUDIT facility.

9.6.3.2 DS3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 44.736 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides an interoffice transmission path of 44.736 Mbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS3 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) DS3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 44.736 Mbps between a Qwest Serving Wire Center and Sprint's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) DS3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS3 service.

e) DS3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of a DS3 EUDIT facility.

9.6.3.3 DS0 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) DS0 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 64 Kbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) DS0 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 64 Kbps between Qwest Wire Centers. This is a mileage sensitive element based on the V&H coordinates of the DS0 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) DS0 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the DS0 service.

9.6.3.4 OC-3 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-3 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 155.52 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-3 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-3 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) OC-3 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 155.52 Mbps between a Qwest Serving Wire Center and Sprint's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-3 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-3 service.

e) OC-3 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-3 EUDIT Facility.

9.6.3.5 OC-12 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-12 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 622.08 Mbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-12 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of

the OC-12 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) OC-12 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 622.08 Mbps between a Qwest Serving Wire Center and Sprint's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-12 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-12 service.

e) OC-12 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-12 EUDIT Facility.

9.6.3.5.1 OC-48 UDIT rates are contained in Exhibit A of this Agreement and include the following elements:

a) OC-48 Transport Termination (Fixed) Rate Element. This recurring rate element provides a 2.488 Gbps termination. In addition to the fixed rate element, a per-mile rate element, as described below, also applies.

b) OC-48 Transport Facilities (Per Mile) Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between Qwest Wire Centers. This is a distance sensitive element based on the V&H coordinates of the OC-48 UDIT. The mileage is calculated between the originating and terminating Wire Centers.

c) OC-48 EUDIT Facility Rate Element. This recurring rate element provides a transmission path of 2.488 Gbps between a Qwest Serving Wire Center and Sprint's Serving Wire Center or IXC Point of Presence. This is a non-distance sensitive element.

d) OC-48 Non-Recurring Charge. One-time charges apply for a specific work activity associated with installation of the OC-48 service.

e) OC-48 EUDIT Facility Nonrecurring Charge. This one-time charge applies for the specific work activity associated with the installation of an OC-48 EUDIT Facility.

9.6.3.6 Low Side Channelization (LSC) Charge. A recurring charge for low side multiplexed channel cards and settings at each end of the DS0 UDIT.

9.6.3.7 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:

a) Recurring Multiplexing Charge. The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific

work activity associated with installation of the multiplexing service.

9.6.3.8 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:

a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.

b) Nonrecurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.

c) Low Side Channelization (LSC). A recurring charge for low side multiplexed channel cards and settings plus a nonrecurring charge for each individual channelization Provisioning.

9.6.3.9 Rearrangement rates are contained in Exhibit A of this agreement.

9.6.3.10 Remote Node/Remote Port rates are contained in Exhibit A of this Agreement and include the following charges:

a) Recurring Remote Node Charge. The Remote Node at OC-3, OC-12 or OC-48.

b) Recurring Remote Port Charge. A recurring charge for Remote Port card at DS1, DS3, OC-3, OC-12.

c) Nonrecurring Remote Port. One-time charges for installation of Remote Port card at DS1, DS3, OC-3, OC-12.

9.6.4 Ordering Process

9.6.4.1 Ordering processes and installation intervals are as follows:

9.6.4.1.1 UDIT is ordered via the ASR process. Ordering processes are contained in the Support Functions Section of this Agreement.

9.6.4.1.2 Reserved for Future Use.

9.6.4.1.3 The interval will start when Qwest receives a complete and accurate Access Service Request (ASR). This date is considered the start of the installation interval if the order is received prior to 3:00 p.m. The installation interval will begin on the next business day for service requests received after 3:00 p.m. The installation intervals have been established and are set forth in Exhibit C, Section 2.0 of this Agreement.

9.6.4.1.4 Subsequent changes to the quantity of services on an existing order will require a revised order. Also, additional charges apply for the following modifications to existing orders unless the need for such change is caused by Qwest:

a) Service Date changes;

b) Partial cancellation;

c) Design change; and

d) Expedited order.

9.6.4.1.5 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply except when:

a) The original Due Date or Sprint-initiated subsequent Due Date was, or Sprint has been notified by Qwest that such Due Date will be, delayed ten (10) business days or longer; or

b) The original Due Date has been scheduled later than the expiration of the standard interval set forth in Exhibit C and Sprint cancels its order no later than ten (10) Days before such original Due Date.

9.6.4.1.6 Definitions of the most common critical dates that occur during the ordering and installation process are included in the Definitions Section of this Agreement.

9.6.4.2 UDIT is ordered with basic installation. Qwest will install the UDIT extending connections to Sprint Demarcation Point and will notify Sprint when the work activity is complete.

9.6.4.3 UDIT 3/1 multiplexing is provisioned as a complete system with terminations at the Demarcation Point and all multiplexing cards. Sprint must order settings for all cards at the time of the multiplexing request.

9.6.4.4 For UDIT 1/0 multiplexing, the high side is fully provisioned with the order. The low side is provisioned when low side channels are ordered. Optional card settings are selected by Sprint at the time of the DS0 order.

9.6.4.5 Qwest will perform industry standard tests, set forth in Technical Publication 77389, when installing UDIT service.

9.6.5 Maintenance and Repair

9.6.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. Sprint Cross Connections will be repaired by Sprint and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.6.6 Rearrangement

9.6.6.1 Sprint can submit requests through the ASR process to move or rearrange UDIT or EUDIT terminations on Sprint's Demarcation Point or to change UDIT or EUDIT options. These rearrangements are available through a single Wire Center or dual Wire Center request. Single Wire Center rearrangements are limited to the change

in options or movement of terminations within a single Wire Center. Dual Wire Center rearrangements are used to change options or movement of terminations in two (2) Wire Centers. Rearrangement is only available for in-place and working UDITs or EUDITs.

9.6.6.2 The rearrangement of terminations or option changes are completed as an "uncoordinated change" (basic request) and will be completed within the normal intervals outlined in Exhibit C. If Sprint desires a coordinated rearrangement of terminations or options changes, additional labor installation as identified in Exhibit A shall apply.

9.6.6.3 Sprint will submit an ASR with the rearrange USOC and appropriate termination information (e.g. CFA) or NC/NCI codes (Network Channel Codes/Network Channel Interface Codes).

9.7 Unbundled Dark Fiber

9.7.1 Description

9.7.1 Unbundled Dark Fiber (UDF) is a deployed, unlit pair of fiber optic cable or strands that connects two points within Qwest's network. UDF is a single transmission path between two Qwest Wire Centers, or between a Qwest Wire Center and a Sprint Wire Center, or between a Qwest Wire Center and either an appropriate outside plant structure or an End User Customer premises in the same LATA and state. UDF exists in three (3) distinct forms: (a) UDF Interoffice Facility (UDF-IOF), which constitutes an deployed route between two (2) Qwest Wire Centers; and (b) UDF-Loop, which constitutes a deployed Loop or section of a deployed Loop between a Qwest Wire Center and an End User Customer premises; and (c) Extended UDF (E-UDF) which constitutes a deployed route between a Qwest Wire Center and a Sprint Wire Center. Deployed Dark Fiber facilities shall include Dark Fiber Qwest has obtained with capitalized Indefeasible Right to Use (IRUs) or capitalized leases that do not prohibit Qwest's ability to provide access to another person or entity. Qwest shall not be required to extend access in a manner that is inconsistent with the restrictions and other terms and conditions that apply to Qwest's access; however, in the case of access obtained from an Affiliate: (a) the actual practice and custom as between Qwest and the Affiliate shall apply in the event that it provides broader access than does any documented agreement that may exist, and (b) any terms restricting access by CLECs that are imposed by the agreement with the Affiliate (excluding good-faith restrictions imposed by any agreement with a third party from whom the Affiliate has gained rights of access) shall not be applied to restrict Sprint access.

9.7.2 Terms and Conditions

9.7.2.1 Qwest will provide Sprint with non-discriminatory access to UDF in accordance with section 9.1.2. Qwest will provide UDF of substantially the same quality as the fiber facilities that Qwest uses to provide retail service to its own End User Customers.

9.7.2.2 Qwest provides access to unbundled Dark Fiber at:

9.7.2.2.1 Accessible terminations such as fiber distribution panels.

9.7.2.2.2 Splice cases (except those that are buried and are not readily accessible without excavation) in the UDF-Loop and E-UDF subject to the following conditions:

9.7.2.2.2.1 Unspliced fiber is available, subject to Section 9.7.2.5;

9.7.2.2.2.2 Available unspliced fiber is not ribbon fiber;

9.7.2.2.2.3 Splice capacity is available in the Qwest splice case;

9.7.2.2.2.4 Space exists for Sprint splice case;

9.7.2.2.2.5 Qwest will perform splice in Qwest splice case;

9.7.2.2.2.6 Sprint shall not have access to Qwest's splice case;

9.7.2.2.2.7 Qwest will provide a fiber stub for Sprint to splice the Qwest fiber stub to Sprint fiber strand in Sprint splice case;

9.7.2.2.2.8 Qwest will perform all splices in Qwest splice case when Sprint is not providing fiber facilities;

9.7.2.2.2.9 Qwest will not open or break any existing splices on continuous fiber optic cable routes. Where the end of a fiber optic strand exists in a splice case, Qwest will open that splice case and stub out the end of the Dark Fiber strand for Sprint;

9.7.2.2.2.10 Sprint will perform splices in Sprint splice case per Technical Publication 77383;

9.7.2.2.2.11 Qwest will perform all modifications associated with access to UDF via splicing under the terms of Exhibit A; and

9.7.2.2.2.12 All access is subject to the Field Verification and Quote Preparation (FVQP).

9.7.2.2.3 Sprint may request placement of a FDP at any building or controlled environment location in the Qwest network in order to access unterminated UDF pursuant to Section 9.19.

9.7.2.3 Qwest will provide Sprint with access to deployed Dark Fiber facilities. Sprint shall be responsible for obtaining and connecting electronic equipment, whether light generating or light terminating equipment, to the Dark Fiber. However, in the case where the termination of the fiber is within a Qwest facility, Sprint may request Qwest to provide equipment to activate the Dark Fiber facilities pursuant to Section 9.19. In this instance, Qwest will provide the electronics. Qwest will not remove, and Sprint shall be permitted to use, regenerating equipment that already exists in mid-span.

9.7.2.4 Qwest will provide UDF to Sprint in increments of one (1) strand. Sprint may obtain up to twenty-five percent (25%) of available Dark Fibers or four (4) Dark Fiber strands, whichever is greater, in each fiber cable segment over a twelve (12)

month period. Before Sprint may order additional UDF on such fiber cable segment, Sprint must demonstrate efficient use of existing fiber in each cable segment. Efficient use of interoffice cable segments is defined as providing a minimum of OC-12 termination on each fiber pair. Efficient use of Loop fiber is defined as providing a minimum of OC-3 termination on each fiber pair. Efficient use of E -UDF is defined as providing a minimum of OC -3 termination on each fiber pair. Sprint may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the termination requirements in this paragraph.

9.7.2.5 Qwest shall not have an obligation to unbundle Dark Fiber in the following circumstances:

a) Qwest will not unbundle Dark Fiber that Qwest utilizes for maintenance or reserves for maintenance spare for Qwest's own use. Qwest shall not reserve more than five percent (5%) of the fibers in a sheath, or two (2) strands, whichever is greater, for maintenance or maintenance spare for Qwest's own use.

b) Qwest will not be required to unbundle Dark Fiber if Qwest demonstrates to the Commission by a preponderance of the evidence that such unbundling would create a likely and foreseeable threat to its ability to meet its Carrier of last resort obligations as established by any regulatory authority. Qwest shall initiate such proceeding within seven (7) calendar Days of denying Sprint's request (by written notice) to unbundle Dark Fiber where such fiber is available. In this proceeding, Qwest shall not object to using the most expeditious procedure available under state law, rule or regulation. Qwest shall be relieved of its unbundling obligations, related to the specific Dark Fiber at issue, pending the proceeding before the Commission. If Qwest fails to initiate such pending proceeding within such seven (7) Day period, Sprint's request to unbundle Dark Fiber shall be reinstated and the ordering and Provisioning processes of Section 9.7.3 shall continue.

9.7.2.6 Qwest will provide Sprint with access to the deployed Dark Fiber in its network in either single-mode or multi-mode. During the inquiry process, Qwest will inform Sprint of the availability of single-mode and multi-mode fiber.

9.7.2.7 Specifications, interfaces and parameters for Dark Fiber are described in Qwest's Technical Publication 77383.

9.7.2.8 Sprint is responsible for trouble isolation before reporting trouble to Qwest.

9.7.2.9 When UDF is being used to create the facility equivalent of an EEL, Sprint shall not use UDF that is part of a Loop transport combination, as a substitute for special or switched Access Services, except to the extent Sprint provides "a significant amount of local exchange traffic" to its End User Customers over the UDF as set forth by the FCC (See 9.23.3.7.2).

9.7.2.10 Upon thirty (30) calendar Days notification to Sprint, Qwest may initiate a proceeding to reclaim Dark Fiber strands from Sprint that were not serving End User

Customers at the time of Qwest's notice to Sprint. In such proceeding, Qwest shall have the burden to prove that Qwest needs such fiber strands in order to meet its Carrier of last resort obligations as established by any regulatory authority. In such proceeding, Sprint shall not object to using the most expeditious procedure available under state law, rule or regulation. Sprint shall be entitled to retain such strands of UDF for any purpose permitted under this Agreement pending the proceeding before the Commission; provided, however, that such use shall be at Sprint's sole risk of any reclamation approved by the Commission, including the risk of termination of service to End User Customers. Sprint may designate five percent (5%) of its fibers along a fiber cable segment, or two (2) strands, whichever is greater, for maintenance spare, which fibers or strands are not subject to the reclamation requirements in this paragraph.

9.7.2.11 Reserved for Future Use.

9.7.2.12 Sprint must have established Collocation or other Technically Feasible means of network demarcation pursuant to section 9.1.4 of this Agreement at both terminating points of the UDF-IOF or at the Serving Wire Center of either the UDF-Loop or the E-UDF unless Loop and transport combinations are ordered. Qwest will provide fiber cross connects at the Serving Wire Center to connect UDF-Loop or E-UDF with the UDF-IOF if such elements are ordered in combination. No Collocation is required in intermediate Wire Centers within a UDF or at Wire Centers where Sprint's UDFs are cross connected. Sprint has no access to UDF at those intermediate Wire Centers.

9.7.2.12.1 CLEC-to-CLEC connections with UDF for the mutual exchange of traffic is permissible pursuant to the provisions in Section 9.7.

9.7.2.13 For UDF-Loop, Sprint is responsible for all work activities at the End User Customer premises. All negotiations with the premises End User Customer and or premises owner are solely the responsibility of Sprint.

9.7.2.14 For a UDF-Loop terminating at an existing End User Customer premises FDP, Qwest will provide to Sprint an optical "jumper", not to exceed thirty (30) feet in length, connected to the Qwest UDF-Loop FDP.

9.7.2.15 The Remote Collocation provisions and §9.3.8.1 of this Agreement apply where Sprint needs to gain access to UDF at an outside plant structure.

9.7.2.16 Sprint will incur all costs associated with disconnecting the UDF from its side of the network Demarcation Point.

9.7.2.17 Qwest and Sprint will jointly participate in continuity testing within the Provisioning interval established in Exhibit C. Qwest and Sprint must coordinate on the date and time for this continuity testing. As part of their respective duties regarding this continuity test, Qwest shall furnish a light detector at one termination point of the UDF, and Sprint shall furnish light generating equipment at the other termination point of the UDF as described below:

9.7.2.17.1 UDF-IOF: Sprint may identify on its order the Wire Center at which Qwest must provide a light detector and the Wire Center at which Sprint will provide light generating equipment. If Sprint does not identify the Wire Center on its order, Qwest and Sprint shall mutually agree on the Wire Center at

which Sprint will provide the light generating equipment.

9.7.2.17.2 UDF-Loop: Qwest will provide the light detector at the Serving Wire Center, and Sprint will provide the light generating equipment at the appropriate outside plant structure or End User Customer premises.

9.7.2.17.3 For UDF that terminates at a Sprint Wire Center, Qwest will provide the light detector at the Qwest Wire Center, and Sprint will provide the light generating equipment at the Sprint Wire Center.

9.7.2.18 If, within ten (10) Days of the date Qwest provisioned an order for UDF, Sprint demonstrates that the UDF pair(s) provisioned over requested route do not meet the minimum parameters set forth in Technical Publication 77383, and if the trouble is in the Qwest UDF facility, not due to fault on the part of Sprint, then Qwest will at no additional cost, attempt to repair the UDF as it relates to Qwest cross-connects and jumpers. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, Qwest will replace the UDF if suitable UDF pair(s) are available, at no additional nonrecurring charge. If Qwest cannot replace the UDF upon receipt of a Sprint disconnect order, Qwest will refund the nonrecurring charges associated with the Provisioning excluding IRI, FVQP and Field Verification and will discontinue all recurring charges.

9.7.2.19 Qwest shall allow Sprint to access UDF Loops, or sections of UDF Loops, at accessible terminals including FDPS or equivalent in the Central Office, Customer premises or at Qwest owned outside plant location (e.g. CEV, RT or hut).

9.7.2.20 Qwest shall allow Sprint to access Dark Fiber that is a part of a meet point arrangement between Qwest and another Local Exchange Carrier if Sprint has an Interconnection agreement containing access to Dark Fiber with the connecting Local Exchange Carrier. Qwest rates, terms and conditions shall apply to the percentage of the route owned by Qwest.

9.7.3 Ordering Processes

Ordering processes and installation intervals are as follows:

9.7.3.1 The first step of the UDF ordering process is the inquiry process. The UDF inquiry is used to determine the availability of UDF between any two requested locations: between two (2) Qwest Wire Centers, between a Qwest Wire Center and an End User Customer premises, or between a Qwest Wire Center and an appropriate outside plant structure, or a Qwest Wire Center and a Sprint Wire Center.

9.7.3.1.1 Sprint must submit a UDF inquiry through its account team. Sprint must specify the two (2) locations and the number of fibers requested.

9.7.3.1.2 Qwest will notify Sprint, within the interval set forth in Exhibit C of this Agreement, that: (i) UDF is available to satisfy Sprint's request, (ii) UDF is not available to satisfy Sprint's request; or (iii) Qwest, in writing, denies Sprint's request pursuant to Section 9.7.2.5 (b), Qwest shall provide written notice of denials pursuant to (iii) above.

9.7.3.1.3 If there is UDF available, the UDF Inquiry Response will contain up to five (5) available UDF routes between the Sprint-specified end locations. If additional routes are available, Qwest will notify Sprint that such additional routes exist and negotiate how that additional information will be made available.

9.7.3.2 Sprint will establish network Demarcation Points to accommodate UDF optical terminations via Collocation or other Technically Feasible means or network demarcation pursuant to Section 9.1.4 of this Agreement. If Collocation and or other network demarcation arrangements have not been completed, Sprint must have obtained preliminary APOT address information (CFA – Carrier Facility Assignment) for its network Demarcation Points in each Qwest Wire Center where the UDF terminates prior to placing an order for UDF. When preliminary APOT has been established and delivered to Sprint, Qwest can begin processing the UDF Provisioning order upon receipt of the UDF Provisioning request. If the preliminary APOT address is changed by Sprint, a new Provisioning time line for UDF must be established.

9.7.3.3 Based on Sprint's request, there are two (2) possible termination scenarios.

9.7.3.3.1 Termination at an Outside Plant Structure: If Sprint requests UDF-Loop going to an outside plant structure such as a Controlled Environmental Vault (CEV), or Remote Terminal (RT), the Remote Collocation provisions of this Agreement will apply. Qwest will prepare and submit to Sprint a quote along with the original Field Verification Quote Preparation form (FVQP) within the interval set forth in Exhibit C. Quotes are on an Individual Case Basis (ICB) and will include costs and an interval in accordance with Exhibit C.

9.7.3.3.2 Reserved for Future Use.

9.7.3.3.3 Termination at Qwest Wire Center, End-user Premises or Sprint Wire Center: If spare fiber is available, and Sprint chooses to proceed, and the request is for UDF termination at a Qwest Wire Center, End User Customer premises, or Sprint Wire Center, Qwest will begin the Provisioning process upon notification from Sprint to proceed and the receipt of fifty percent (50%) of the nonrecurring charges. The notification to proceed is accomplished by completing, signing and returning the original inquiry request to the account manager. Provisioning intervals for this type of request are set forth in Exhibit C. Sprint will be notified that Provisioning is complete and the remaining nonrecurring charges and associated recurring charges will be billed.

9.7.3.4 An order may be canceled any time up to and including the Service Date. Cancellation charges will apply.

9.7.3.5 Sprint may reserve Dark Fiber for Sprint during Collocation builds. Prior to reserving space, Sprint must place an inquiry pursuant to section 9.7.3.1 of this Agreement and receive a UDF Inquiry Response that reflects that the route to be reserved is available. Sprint is also strongly encouraged to request a Field Verification that the route to be reserved is available. If Sprint does not obtain Field Verification, Sprint assumes the risk that records upon which the UDF Inquiry Response is based may be in error. Sprint may reserve UDF for thirty (30), sixty (60), or ninety (90) Days. Sprint may extend or renew reservations if there is delay in completion of the Collocation

build. All applicable UDF recurring charges specified in sections 9.7.5.2 will be assessed at the commencement of the reservation. Nonrecurring charges for Provisioning and cross connects will be assessed at the time of installation.

9.7.4 Maintenance and Repair

9.7.4.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. Sprint Cross Connections will be repaired by Sprint and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement

9.7.4.2 If it is determined that the UDF does not meet the minimum parameters of Technical Publication 77383 without fault of Sprint, and if the trouble is in the Qwest UDF facility, then Qwest will attempt to repair the UDF as it relates to Qwest cross-connects and jumper at no additional cost. If Qwest cannot repair the UDF to the minimum parameters set forth in Technical Publication 77383, then Qwest will replace the UDF at no additional cost if suitable UDF pair(s) are available. If Qwest cannot replace the UDF with available pairs, then it, upon receipt of a Sprint disconnect order, will discontinue the recurring charges effective as of the date of the commencement of the trouble.

9.7.5 Rate Elements

9.7.5.1 Dark Fiber rates are contained in Exhibit A of this Agreement and include the following elements:

a) Initial Records Inquiry (IRI). This rate element is a pre-order work effort that investigates the availability of UDF. This is a one-time charge for each route check requested by Sprint. A simple IRI determines if UDF is available between two Qwest Wire Centers or between a Qwest Wire Center and Qwest Customer premises. A complex IRI determines if UDF is available between a Qwest Wire Center and an outside structure (CEV, Hut, etc.) along the Loop fiber route. Qwest will bill Sprint the IRI immediately upon receipt of the inquiry. The IRI is a record search and does not guarantee the availability of UDF.

b) Field Verification and Quote Preparation (FVQP). This rate element is a pre-order work effort to estimate the cost of providing UDF access to Sprint at locations other than Qwest Wire Centers or an End User Customer premises. Qwest will prepare a quote which will explain what work activities, timeframes, and costs are associated with providing access to this FDP location. This quote will be good for thirty (30) calendar Days. The FVQP is not necessary when the request is between Qwest Wire Centers or between a Qwest Wire Center and Customer premises (i.e., IRI). If FVQP is applicable pursuant to this section and Sprint orders UDF that has been reserved after a Field Verification has been performed, then the charge for FVQP will be reduced by the amount of the Field Verification charge assessed in the context of the reservation.

c) Field Verification. This rate element is a work effort performed at Sprint's option before placing a request to reserve UDF to verify the availability of UDF that Sprint desires to reserve.

9.7.5.2 The following rate elements are used once the availability of UDF has been established and Sprint chooses to access UDF.

9.7.5.2.1 Unbundled Dark Fiber - IOF Rate Elements

a) UDF-IOF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center. Two UDF-IOF terminations apply per pair. Termination charges apply for each intermediate office terminating at an FDP or like cross-connect point.

b) UDF-IOF Fiber Transport, (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component and applies per pair. This rate element provides a transmission path between Qwest Sprint Wire Centers. The recurring component of this rate element is mileage sensitive based on the route miles of the UDF rounded up to the next mile.

c) UDF-IOF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component and is used to extend the optical connection from the IOF FDP to Sprint's optical Demarcation Point (ICDF). A minimum of two (2) UDF-IOF fiber cross-connects apply per pair. Cross-connect charges apply for each intermediate office terminating at an FDP or like cross-connect point. The nonrecurring rate will not be charged for cross-connects already in place prior to Sprint's order for UDF-IOF.

9.7.5.2.2 Unbundled Dark Fiber - Loop Rate Elements

a) UDF-Loop Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP within the Qwest Wire Center and at either the Customer premises or an appropriate outside plant structure. Two UDF-Loop terminations apply per pair.

b) UDF-Loop Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and either the Customer premises or an appropriate outside plant structure.

c) UDF-Loop Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross-connects already in place prior to Sprint's order for UDF-Loop.

9.7.5.2.3 Extended Unbundled Dark Fiber Rate Elements

a) E-UDF Termination (Fixed) Rate Element. This rate element is a recurring rate element and provides a termination at the interoffice FDP

within the Qwest Wire Center and at the Sprint Wire Center. Two E-UDF terminations apply per pair.

b) E-UDF Fiber (Per Pair) Rate Element. This rate element has both a recurring and a nonrecurring component, and it applies per pair. This rate element provides a transmission path between the Qwest Serving Wire Center and the Sprint Wire Center.

c) E-UDF Fiber Cross-Connect Rate Element. This rate element has both a recurring and nonrecurring component, is applied per pair, and is used to extend the optical connection from FDP to FDP. The nonrecurring rate will not be charged for cross-connects already in place prior to Sprint's order for E-UDF.

9.8 Shared Interoffice Transport

9.8.1 Description

9.8.1.1 Shared Transport is defined as interoffice transmission facilities shared by more than one Carrier, including Qwest, between End Office Switches, between End Office Switches and tandem switches (local and access tandems), and between tandem switches.

9.8.2 Terms and Conditions

9.8.2.1 Shared Transport is only provided with Unbundled Local Switch Ports and Unbundled Network Element-Platform (UNE-P), as described in the UNE Combinations Section. The existing routing tables resident in the Switch will direct both Qwest and Sprint traffic over Qwest's interoffice message trunk network.

9.8.2.2 Sprint may custom route operator services or Directory Assistance calls to unique operator services/directory services trunks.

9.8.2.3 Qwest has the following obligations with respect to Shared Transport:

a) Provide Shared Transport in a way that enables the traffic of Sprint to be carried on the same transport facilities that Qwest uses for its own traffic.

b) Provide Shared Transport transmission facilities between End Office Switches, between end office and tandem switches, and between tandem switches in its network.

c) Permit Sprint that purchases unbundled Shared Transport and unbundled switching to use the same routing table that is resident in Qwest's Switch.

d) Permit Sprint to use shared (or dedicated) transport as an Unbundled Network Element to carry originating access traffic from, and terminating to, Customers to whom Sprint provides local Exchange Service.

9.8.3 Rate Elements

9.8.3.1 Shared Transport will be billed on a minute-of-use basis in accordance with the UNE rates described in Exhibit A.

9.8.4 Ordering Process

9.8.4.1 Shared Transport is ordered with Unbundled Line Port and Unbundled Local Switching via the LSR process. Shared transport is assumed to be the choice of routing when ordering a Port, unless specified differently by Sprint. Installation intervals are incorporated in the Unbundled Line Port and are listed in the PCAT.

9.8.5 Maintenance and Repair

9.8.5.1 Maintenance and Repair are the sole responsibility of Qwest.

9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which Sprint controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one End User Customer to another). The DCS Port is connected to the Demarcation Point using tie cables via the appropriate DSX cross-connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. Sprint is responsible for designing to the "Design-To" point. Sprint may connect the UCCRE ports to its elements or Sprint designated equipment. If Sprint desires DS0 Port functionality, Sprint will order a DS1 UCCRE Port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.

9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.

9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided

to Qwest's End User Customers.

9.9.2.2.2 Attendant Access. When Sprint requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

9.9.3.1 Recurring rate elements include:

9.9.3.1.1 DS1 Port;

9.9.3.1.2 DS3 Port;

9.9.3.1.3 Dial Up Access; and

9.9.3.1.4 Attendant Access.

9.9.3.2 Nonrecurring rate elements include:

9.9.3.2.1 DS1 Port;

9.9.3.2.2 DS3 Port; and

9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.

9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated Due Date and notify Sprint when the work activity is complete. Test results performed by Qwest are not provided to Sprint.

9.10 Local Tandem Switching

Qwest shall provide access to local tandem switching in a non-discriminatory manner according to the following terms and conditions.

9.10.1 Description

9.10.1.1 Access to local tandem switching includes the facilities connecting the trunk distribution frames to the Switch and all the features, functions, and capabilities of the Switch itself, including those facilities that establish a temporary transmission path between two other switches, but does not include the transport needed to complete the call. The local tandem switching element also includes the features, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any, rather than in separate end-office switches.

9.10.1.2 In the event that a Qwest Wire Center subtends only an access tandem, and does not subtend a local tandem, Qwest will provide unbundled access to such access tandem.

9.10.2 Terms and Conditions

9.10.2.1 If Sprint obtains its local tandem switching from a third party tandem provider, tandem-to-tandem connections will be required between Qwest and the third party tandem provider. The tandem-to-tandem connections must be local Interconnection trunk-type connections, and will be provided by Sprint. Sprint may provide the trunks itself, purchase them from a third party, or may purchase them from Qwest.

9.10.2.2 The requirement to provide access to unbundled local tandem switching includes: (i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a Switch trunk card; (ii) the base switching function of connecting trunks to trunks; and (iii) the feature, functions, and capabilities that are centralized in local tandem switches and their adjuncts, if any (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features. Qwest shall unbundle access to call recording equipment in a Qwest local tandem.

9.10.3 Rate Elements

9.10.3.1 A DS1 Tandem Trunk Port is a 4-wire DS1 Trunk Side Switch Port terminating at a DS1 Demarcation Point and incurs a nonrecurring charge. Each DS1 Tandem Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic and incurs a nonrecurring charge to establish trunk group members.

9.10.3.2 Use of local tandem switching is billed on an originating per minute of use basis.

9.10.4 Ordering Process

9.10.4.1 Requests for DS1 Tandem Trunk Port(s) must be followed by separate order(s) to channelize trunk ports into DS0 trunk group and members as defined in the UNEs – UDIT Section of this Agreement.

9.10.5 Maintenance and Repair

9.10.5.1 The Parties will perform cooperative testing and trouble isolation to identify where trouble points exist. Sprint Cross Connections will be repaired by Sprint and Qwest Cross Connections will be repaired by Qwest. Maintenance and Repair processes are contained in the Support Functions Section of this Agreement.

9.11 Local Switching

Qwest shall provide access to Unbundled Local Switching in a non-discriminatory manner

according to the following terms and conditions.

9.11.1 Description

9.11.1.1 Access to Unbundled Local Switching encompasses Line Side and Trunk Side facilities, plus the features, functions, and capabilities of the Switch. The features, functions, and capabilities of the Switch include the basic switching function, as well as the same basic capabilities that are available to Qwest's End User Customers. Unbundled Local Switching also includes access to all vertical features that the Switch is capable of providing, as well as any Technically Feasible customized routing functions. Moreover, Sprint may purchase Unbundled Local Switching in a manner that permits Sprint to offer exchange access and termination of EAS/local traffic.

9.11.1.1.1 Sprint is not required to use Qwest's Directory Assistance Services or operator services with its Unbundled Local Switching elements or UNE-P Combinations. Sprint may arrange to provide access to its own, or to a third party's, Directory Assistance or operator services platform with its unbundled switching elements and UNE-P Combinations.

9.11.1.1.2 Qwest offers access to GR-303 features and functionalities as outlined in this Section. As a condition of this virtual access, Sprint must deploy a Remote Digital Terminal (RT) "hosted" by a GR-303 capable Qwest Switch. Under this architecture, and dependent on the existence and availability of GR-303 in any given office, Sprint may deploy any compatible GR-303 remote terminal under the following conditions:

9.11.1.1.2.1 The Qwest Central Office must have existing GR-303 capability with spare capacity available for use by Sprint. In addition, while Sprint may deploy its choice of Remote Terminal, it must be compatible with the existing Qwest GR-303 interface.

9.11.1.1.2.2 The transport between the Qwest Switch and the Sprint RT may be purchased from Qwest or provided by Sprint. If transport is provided by Qwest, the Demarcation Point will be at a physical cross-connect point at the RT. If transport is provided by Sprint, the Demarcation Point will be at a physical cross connect in the Qwest Central Office.

9.11.1.1.2.3 Concentration levels will be in keeping with Qwest's current standard of 4:1 at the Switch. The specific concentration ratios to be applied to the RTs will be determined on a case by case basis.

9.11.1.1.2.4 The TR-057 interface at the RT will be disabled. This interface enables the universal DLC applications and offers access to the OSS, Provisioning, and performance monitoring systems from the RT. By disabling the TR-057 interface, Qwest ensures that it retains the physical and logical administration of the GR-303 interface and that security and system integrity concerns are minimized.

9.11.1.1.2.5 All traffic must be delivered at 64 clear channel. (i.e. voice compression will not be allowed).

9.11.1.1.2.6 GR-303 was designed for the delivery of circuit switched voice traffic as such, packetized traffic will not be accepted.

9.11.1.1.2.7 While Qwest will retain administration of the DLC, Sprint will be responsible for all traffic management. Changes in Provisioning will be made only at the request of Sprint. Sprint will be allowed to view channel availability and monitor traffic and blocking levels at the RT via a man-to-machine interface (MMI). Sprint will not have the ability to make any changes as all Provisioning will be done solely by Qwest at Sprint's request.

9.11.1.1.2.8 The Parties will be responsible for the repair and maintenance of facilities on their side of the Demarcation Point. It is assumed that this will be done in an as yet undeveloped cooperative manner.

9.11.1.1.2.9 This specific network architecture option for virtual access to the GR-303 interface listed in this section is available via the Special Request Process (SRP). Any request that materially deviates from the language in this section regarding access to the GR-303 interface must be submitted via the Bona Fide Request (BFR) process.

9.11.1.2 Qwest's trunk ports are utilized to access routing tables resident in Qwest's Switch, as necessary to provide access to Shared Transport. Shared Transport is described earlier in this Section of this Agreement.

9.11.1.3 Unbundled Local Switching also permits Sprint to purchase a dedicated trunk Port on the local Switch. Sprint may direct originating traffic to such a dedicated trunk via customized routing.

9.11.1.3.1 Vertical features are software attributes on End Office Switches. Vertical features are available separately and are listed in Exhibit E of this Agreement. The Special Request Process contained in Exhibit F of the Agreement shall be used when ordering the activation and/or loading of vertical features on a Switch, that are not currently activated or loaded on the Switch. If features that are loaded on Qwest's Switch(es) are migrated to AIN for Qwest's own use, the Switch software for such features will be retained on the Qwest Switch(es) for the use of Sprint and Sprint's End User Customers.

9.11.1.4 Line ports include:

a) Analog Line Port; and

b) Digital Line Port.

9.11.1.5 Trunk Ports include but are not limited to:

a) DS1 Trunk Port (including Local Message);

b) PRI ISDN Trunk Port;

c) DID/PBX Trunk Port;

d) DS3 Trunk Port (including Local Message) may be requested by Sprint via the Special Request Process contained in Exhibit F of this Agreement; and

e) OCN Trunk Port (including Local Message) may be requested by Sprint via the Special Request Process contained in Exhibit F of this Agreement.

9.11.1.6 The following are attributes of line ports consistent with State Commission Rules and include but are not limited to:

9.11.1.6.1 Telephone number

9.11.1.6.2 Directory Listing

9.11.1.6.3 Dial Tone

9.11.1.6.4 Signaling (Loop or ground start)

9.11.1.6.5 On/Off Hook Detection;

9.11.1.6.6 Audible and Power Ringing

9.11.1.6.7 Automatic Message Accounting (AMA Recording);

9.11.1.6.8 Access to 911, Operator Services, and Directory Assistance; and

9.11.1.6.9 Blocking Options.

9.11.1.7 Analog Line Port. The analog line Port is a two wire interface on the Line Side of the End Office Switch that is extended to the MDF. A separate ITP must be ordered for each analog Line Side Port to provide the connection from the MDF to the Demarcation Point. The analog line Port enables Sprint to access vertical features.

9.11.1.8 Reserved for Future Use.

9.11.1.9 Digital Line Side Port (Supporting BRI ISDN)

9.11.1.9.1 Basic Rate Interface Integrated Services Digital Network (BRI ISDN) is a digital architecture that provides integrated voice and data capability (2 wire). A BRI ISDN Port is a Digital 2B+D (2 Bearer Channels for voice or data and 1 Delta Channel for signaling and D Channel Packet) Line Side Switch connection with BRI ISDN voice and data basic elements. For flexibility and customization, optional features can be added. BRI ISDN Port does not offer B Channel Packet service capabilities. The serving arrangement conforms to the internationally developed, published, and recognized standards generated by International Telegraph and Telephone Union (formerly CCITT).

9.11.1.10 Digital Trunk Ports

9.11.1.10.1 DS1 Local Message Trunk Port (Supporting Local Message

Traffic). A DS1 Trunk Port is a DS1 Trunk Side Switch Port that is extended to the trunk main distributing frame and is connected to the Demarcation Point through an ITP. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting local message type traffic. Requests for DS1 Trunk Port(s) must be followed by a separate order for a Message Trunk Group, as further described in this Section.

9.11.1.10.2 Message Trunk Group. A Message Trunk Group is a software feature that establishes the trunk group and its associated trunk members. Signaling and addressing attributes are defined at the group level. Trunk members may be associated with individual channels of the DS1 Trunk Port.

9.11.1.10.3 Requests for establishing new outgoing and two-way Message Trunk Groups must be coordinated with and followed by requests for Customized Routing. Incoming only trunk groups do not require Custom Routing.

9.11.1.11 Unbundled DS1 PRI ISDN Trunk Port (Supporting DID/DOD/PBX). A DS1 trunk Port is a DS1 Trunk Side Switch Port terminated at a DSX1 or equivalent. Each DS1 Trunk Port includes a subset of 24 DS0 channels capable of supporting DID/DOD/PBX type traffic. Requests for DS1 Trunk Port(s) must be followed by separate order(s) to establish new Trunk Group(s) or to augment existing Trunk Group(s).

9.11.1.11.1 Digital PRI ISDN Trunk Port. A Digital Trunk PRI ISDN Port is a four wire DS1 with connection at the DSX-1 bay (or equivalent). Digital Trunk DS1 activation is a logical subset or channel of a DS1 facility Port.

9.11.1.11.1.1 PRI ISDN Trunk Ports are provisioned at a DS1 level. B-channels are provisioned to transmit information such as voice, circuit switched data, or video. A D-channel is provisioned to carry the control or signaling on a 64kbit(s) channel.

9.11.1.11.1.2 PRI Trunk Port requires a digital four-wire full duplex transmission path between ISDN capable Customer Premises Equipment (CPE) and a PRI ISDN- equipped Qwest Central Office.

9.11.1.11.1.3 The PRI Central Office trunk Port is a DS1 which provides 24 64kbps channels. This product is dedicated call type of PRI with Custom protocol, up to 23 of the channels may be used as 64kbps B channels. The 24th channel must be configured as a D channel, which will carry the signaling and control information. The B channels transmit voice and data or Circuit Switched Data (only).

9.11.1.11.1.4 Reserved for Future Use.

9.11.1.11.1.5 PRI ISDN includes 2-way DID functionality. DID is a special trunking arrangement that permits incoming calls from the exchange network to reach a specific PBX station directly without attendant assistance.

9.11.1.11.1.6 DID service is offered with an analog or digital 2-way. If digital, the individual DS0's are 2-way trunks using advanced service that

requires DID ports.

9.11.1.11.1.7 The 23B+D Trunk Port configuration provides Ports for 23B-channels and 1 D-channel.

9.11.1.11.1.8 The 24-B Trunk Port configuration provides 24 B-channels on a DS1 Port. The signaling information is provided by the D-channel on the first D-channel Port.

9.11.1.11.1.9 The 23B Backup D Trunk Port configuration provides 23 B-channels and a backup D-channel Port is used if the primary D-channel Port fails.

9.11.1.12 Analog Trunk Ports

9.11.1.12.1 DS0 Analog Trunk Ports can be configured as DID, DOD, and Two-way.

9.11.1.12.2 Analog Trunk Ports provide a 2-Way Analog Trunk with DID, E&M Signaling and 2-Wire or 4-Wire connections. This Trunk Side connection inherently includes hunting within the trunk group.

9.11.1.12.3 All trunks are designed as 4-Wire leaving the Central Office. For 2-Wire service, the trunks are converted at the Customer's location.

9.11.1.12.4 Two-way Analog DID Trunks are capable of initiating out going calls, and may be equipped with either rotary or Touch-tone (DTMF) for this purpose. When the trunk is equipped with DID Call Transfer feature, both the trunk and telephone instruments must be equipped with DTMF.

9.11.1.12.5 Two-way Analog DID Trunks require E&M signaling. Qwest will use Type I and II E&M signaling to provide these trunks to the PBX. Type II E&M signaling from Qwest to the PBX will be handled as a Special Assembly request, through the Special Request Process (SRP) as provided for in Exhibit F to this Agreement.

9.11.2 Terms and Conditions

9.11.2.1 Sprint may purchase access to all vertical features that are loaded in Qwest's End Office Switch. Sprint may request features that are not activated and/or not loaded in a Qwest End Office Switch utilizing the Special Request Process contained in Exhibit F of this Agreement. If Sprint requests activation and/or loading of features in a Switch, appropriate recurring and nonrecurring charges will apply. Features provided through AIN capabilities in Qwest's signaling network are not available.

9.11.2.2 Local Switch ports include Sprint use of Qwest's signaling network for traffic originated from the Line Side switching Port. Sprint access to the Qwest signaling network shall be of substantially the same quality as the access that Qwest uses to provide service to its own End User Customers.

9.11.2.3 Sprint shall be responsible for updating the 911/E911 database through Qwest's third party database provider for any unbundled Switch Port ordered. Additional 911/E911 provisions are contained in the Ancillary Services Section of this Agreement.

9.11.2.4 The Line Side Port includes the connection between the End Office Switch and the MDF. The connection from the MDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Trunk Side Port includes the connection between the End Office Switch and the TMDF. The connection from the TMDF to the Demarcation Point shall be an ITP provided by Qwest pursuant to the rates in Exhibit A. The Demarcation Point for Line Side and Trunk Side ports shall be as described earlier in this Section.

9.11.2.5 Unbundled Local Switching does not constitute a UNE, and is therefore not available at UNE rates, when Sprint's End User Customer to be served with Unbundled Local Switching has four (4) access lines or more in a given location, and the lines are located in density zone 1 in specified Metropolitan Statistical Areas (MSAs). Unbundled Local Switching is available at market-based rates when Sprint's End User Customer to be served with Unbundled Local Switching has four (4) or more access lines in a given location, and the lines are located in density zone 1 in specified MSAs. This exception applies to density zone 1 as it was defined by Qwest on January 1, 1999.

9.11.2.5.1 For the purposes of the above paragraph, the following Wire Centers constitute density zone 1 in each of the specified MSAs:

MSA	CLLI	Wire Center Name
South Dakota	None	

9.11.2.5.1.1 For End User Customers located within the Wire Center specified above, Sprint will determine whether End User Customers it intends to serve with UNEs have four access lines or more in advance of submitting an order to Qwest for Unbundled Local Switching at UNE rates. If the End User Customer is served by four access lines or more, Sprint will not submit an order to Qwest for Unbundled Local Switching at UNE rates.

9.11.2.5.2 This exclusion will be calculated using the number of DS0-equivalent access lines Sprint intends to serve an End User Customer within a Wire Center specified above.

9.11.2.5.3 Reserved For Future Use.

9.11.2.5.4 Only dial-tone lines shall be used in counting the exclusion. Private line type data lines, alarm or security lines, or any other type of non-dial-tone lines shall not be used in the count.

9.11.2.5.5 The high frequency portion of a Loop shall not count as a second line.

9.11.2.5.6 End User Customers shall be considered individually in MTE buildings or any other multiple use or high-rise building or campus configuration,

as long as they are individually billed as the Customer of record.

9.11.2.5.7 Sprint may order new Unbundled Local Switching or UNE-P Combinations in quantities that exceed three (3). If Sprint orders four (4) or more such Unbundled Local Switching elements or UNE-P Combinations for an individual End User Customer within the Wire Center(s) identified above in this section, market-based rates for the Unbundled Local Switching elements or for the unbundled switching component of the UNE-P service as provided in Exhibit A to this Agreement shall apply.

9.11.2.5.7.1 When Sprint's End User Customer with three (3) lines or fewer served by UNE-P or unbundled switching adds lines so that it has four (4) or more lines, Sprint shall do one of the following regarding the original three (3) Unbundled Local Switching elements or UNE-P lines within sixty (60) Days from the date the fourth line is added: 1) Sprint may retain such unbundled switching lines at a market-based rate or retain such UNE-P lines as UNE-P Combinations with a market-based rate for the unbundled switching component shown in Exhibit A of this Agreement; or 2) Sprint shall convert such lines from UNE-P lines or unbundled switching elements to resold services or other appropriate arrangement.

9.11.2.5.8 A BRI ISDN line counts as one line.

9.11.2.6 Sprint must order DID numbers in blocks of 20. One primary directory listing in the main directory is provided for each PBX system.

9.11.2.7 Sprint is required to subscribe to a sufficient number of trunk Ports to adequately handle volume of incoming calls.

9.11.2.8 Additional line or trunk features not offered with the basic DID/PBX product, are available to Sprint on an Individual Case Basis.

9.11.2.9 Additional arrangements not offered with the basic PRI product are available to Sprint on an Individual Case Basis.

9.11.2.10 Qwest will provide access to Centrex Customer Management System (CMS) with unbundled switching.

9.11.2.11 Qwest will comply with the FCC's Open Network Architecture (ONA) rules for Network Disclosure. Should the ONA rules be modified so that Network Disclosure is no longer required, this Agreement shall be modified to include provision for disclosure of network interface changes.

9.11.3 Rate Elements

9.11.3.1 Each Port type described above will have a separate associated Port charge, including monthly recurring charges and one-time nonrecurring charges which are contained in Exhibit A of this Agreement. Exhibit A contains both the UNE rates and market rates for this component of unbundled local switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are

located in density zone 1 in MSAs specified earlier in this UNE Section. In the latter circumstance, market rates apply.

9.11.3.2 The rate structure for PRI ISDN trunk Ports includes a monthly Minute of Use (MOU) recurring charge for the basic PRI ISDN product (23B+D plus standard features). Nonrecurring charges are incurred for the trunk Port, first trunk and each additional trunk.

9.11.3.3 Originating local usage will be measured and billed based on minutes of use. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.4 Vertical features will be offered as options for Unbundled Local Switching at rates set forth in Exhibit A of this Agreement. Exhibit A contains the UNE rates and the market rates for this component of Unbundled Local Switching. UNE Rates apply unless the End User Customer to be served has four access lines or more and the lines are located in density zone 1 in MSAs specified earlier in this Section. In the latter circumstance, market rates apply.

9.11.3.5 Subsequent Order Charge. A subsequent order charge, as set forth in Exhibit A of this Agreement, applies when Sprint orders additional vertical features to an existing Port.

9.11.4 Ordering

9.11.4.1 Installation intervals for Unbundled Switch Ports and Switch-activated Vertical features are contained in the Exhibit C. The interval will start when Qwest receives a complete and accurate Local Service Request/Access Service Request (LSR/ASR). This date is considered the start of the service interval if the order is received prior to 3:00 p.m. The service interval will begin on the next business day for service requests received after 3:00 p.m. This interval may be impacted by order volumes and load control considerations. The service intervals have been established and are set forth in Exhibit C to this Agreement.

9.11.4.2 Switch-activated vertical features shall be ordered using the LSR (Local Service Request) process as described in the PCAT.

9.11.4.3 Vertical features that are loaded in a Switch, but not activated, shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide the cost and timeframe for activation of the requested vertical feature(s) to Sprint within fifteen (15) business days of receipt of the Special Request.

9.11.4.4 Vertical features that are not loaded in a Switch shall be ordered using the Special Request Process set forth in Exhibit F. Qwest will provide information to Sprint on the feasibility of providing the vertical feature(s) within 15 business days of receipt of the Special Request.

9.11.4.5 Unbundled local Switch ports are required when ordering unbundled Shared Transport as described in the PCAT.

9.11.5 Usage Billing Information

9.11.5.1 Exchange Access Service(s)

Qwest shall provide Sprint with usage information necessary to bill for InterLATA and IntraLATA exchange access in the form of either the actual usage or a negotiated or state-approved surrogate for this information.

9.11.5.2 Retail Service(s)

Qwest shall provide Sprint with information necessary for Sprint to bill its End User Customers in the form of the actual information that is comparable to the information Qwest uses to bill its own End User Customers.

9.11.5.3 Local Usage

Qwest shall record and provide to Sprint local/EAS usage data for originating, but not terminating, local traffic, including but not limited to transit traffic. Until such time that Qwest provides Sprint with local/EAS usage data for terminating local traffic, Qwest shall not charge Sprint for terminating minutes of use.

9.12 Customized Routing

9.12.1 Description

9.12.1.1 Customized Routing permits Sprint to designate a particular outgoing trunk that will carry certain classes of traffic originating from Sprint's End User Customers. Customized routing enables Sprint to direct particular classes of calls to particular outgoing trunks which will permit Sprint to self-provide or select among other providers of interoffice facilities, operator services and Directory Assistance. Customized routing is a software function of a Switch. Customized Routing may be ordered as an application with Resale or Unbundled Local Switching.

9.12.1.2 Sprint may elect to route its End User Customers' traffic in the same manner as Qwest routes its End User Customers' calls using existing Qwest line class code(s). This option eliminates assignment and deployment charges applicable to new Sprint line class code(s) required for custom or unique Sprint routing requests, as described in this Section.

9.12.2 Terms and Conditions

9.12.2.1 Customized Routing will be offered on a first-come, first-served basis.

9.12.2.2 Sprint has two (2) options by which to route its End User Customers' calls:

a) Sprint may elect to route all of its End User Customers' calls in the same manner as Qwest routes its End User Customers' calls. This option allows Sprint to use the same line class code(s) used by Qwest and thus eliminates line class code(s) and deployment charges to Sprint.

b) Sprint may elect to custom route its End User Customers' calls differently than Qwest routes its End User Customer traffic. Sprint may choose different routing by traffic type, by prefix, etc. In this option, there will be a charge for the establishment and deployment of a new Sprint line class code(s). If a Sprint line class code(s) was previously established and deployed at a particular end office, only a deployment charge will apply per new end office location.

9.12.2.3 In both option (a) and (b) above, Sprint shall provide comprehensive routing information associated with any routing request. Qwest will provide line class code(s) to Sprint for inclusion in Sprint LSR (Local Service Request).

9.12.3 Rate Elements

9.12.3.1 Charges for development of a new Sprint line class code(s) for routing of Directory Assistance and Operator Services traffic is included in Exhibit A. All other custom routing arrangements shall be billed on an Individual Case Basis for each custom routed request.

9.12.3.2 Charges for the installation of new line class codes for custom routing arrangements for directory assistance and operator services traffic is included in Exhibit A. Installation charges for all other custom routing arrangements shall be billed on an Individual Case Basis for each Switch in which the code is deployed.

9.12.4 Ordering Process

9.12.4.1 Sprint shall issue a Service Inquiry form detailing its routing and facility requirements prior to a pre-order meeting with Qwest. Refer to the New Customer Questionnaire contained in the PCAT for a copy of the Service Inquiry.

9.12.4.2 After the Service Inquiry form is completed and provided to Qwest, the pre-order meeting will be jointly established to provide Qwest with the comprehensive network plan, specific routing requirements and desired Due Dates.

9.12.4.3 Qwest will provide Sprint a detailed time and cost estimate thirty (30) business days after the pre-order meeting.

9.12.4.4 If custom routing is requested, Sprint shall submit a 50% deposit for the establishment and deployment of a new Sprint line class code(s). Qwest will assign a new Sprint line class code(s) and provide it to Sprint for inclusion in the LSR (Local Service Request) which Sprint will subsequently issue for deployment of the line class code(s) by Qwest.

9.12.4.5 If Sprint elects to route its End User Customers' calls in the same manner in which Qwest routes its End User Customers' calls, establishment and deployment charges for new Sprint line class code(s) will not apply. Qwest will assign existing Qwest line class code(s) and provide to Sprint for inclusion in the LSR (Local Service Request).

9.12.4.6 Sprint must place the associated trunk orders prior to the establishment or deployment of Line Class Codes in specific end offices.

9.12.5 Maintenance and Repair

Maintenance and Repair are the sole responsibility of Qwest. Reference the Maintenance and Repair processes contained in this Agreement.

9.13 Access to Signaling

9.13.1 Description

9.13.1.1 Qwest will provide Sprint with non-discriminatory access to signaling networks, including signaling links and Signaling Transfer Points (STP), call-related databases and Service Management Systems (SMS) on an unbundled basis. The individual call-related databases and associated SMS are addressed in Sections 9.14 – 9.17. Access to Qwest's signaling network provides for the exchange of signaling information necessary to exchange traffic and access call-related databases. Signaling networks enable Sprint the ability to send SS7 messages between its Switches and Qwest's Switches, and between Sprint's Switches and those third party networks with which Qwest's signaling network is connected. Sprint may access Qwest's signaling network from a Sprint Switch via unbundled signaling and unbundled signaling transport elements between Sprint's Switch and Qwest STPs. Qwest will offer unbundled access to its signaling network to CLECs that request signaling as an Unbundled Network Element or as part of a UNE combination. Sprint may access Qwest's signaling network from each of its Switches via a signaling link pair between its Switch and the Qwest STPs. Sprint may make such connection in the same manner as Qwest connects one of its own Switches to STPs. Access to Qwest's signaling network for purposes of Interconnection and the exchange of traffic is addressed in Section 7. The Common Channel Signaling used by the Parties shall be Signaling System 7.

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

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

9.13.2 Terms and Conditions

9.13.2.1 All elements of the unbundled CCSAC/SS7 arrangement will be developed on an Individual Case Basis based on Sprint's design requirements. All of Sprint's unbundled design elements are subject to facility requirements identified below.

9.13.2.2 At a minimum, transport facilities must exist from Sprint's Point of Presence or Signaling Point of Interface (SPOI) to the identified Qwest STP location.

Unbundled transport facilities to accommodate CCSAC/SS7 signaling may be developed using Unbundled Network Elements (UNEs) as defined in Section 9.

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

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

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

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

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

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

9.13.2.4.2 Sprint's Switch or network SS7 node must meet industry and Qwest certification standards.

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

9.13.2.4.4 Calling Party Number (CPN), or a reasonable alternative, will be delivered by each Party to the other, in accordance with FCC requirements, when received from another Carrier or from the telephone equipment of the End User Customer.

9.13.2.4.5 Carrier Identification Parameter (CIP) will be delivered by Sprint to Qwest in accordance with industry standards, where Technically Feasible.

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

9.13.3 Rate Elements

Rates and charges for the unbundled CCSAC/SS7 elements will be assessed based on Sprint's

specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Message rating applies to all messages traversing the Qwest signaling network. Messages which are transient in nature (not destined for Qwest databases) will be assessed message rates. Pricing detail is provided in Exhibit A of this Agreement. Rate elements for unbundled CCSAC/SS7 elements are:

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

9.13.3.2 Recurring Rates

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

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

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

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

9.13.4 Ordering

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

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

9.13.4.3 Due date intervals for CCSAC/SS7 will be established on an Individual Case Basis.

9.13.5 Maintenance and Repair

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

9.14 Advanced Intelligent Network (AIN) Services

9.14.1 Description

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

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

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

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

9.14.2 Terms and Conditions

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

9.14.2.2 AIN Platform Access (APA)

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

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

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

9.14.2.2.4 Each End User Customer line must be provisioned by the facility owner. Sprint is responsible for setting the AIN trigger in its Switch.

9.14.2.2.5 AIN Query Processing. Qwest will certify and test Sprint Switch for AIN message transmission to assure quality performance as described in this Section. Qwest and Sprint will test cooperatively.

9.14.3 Rate Elements

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

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

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

9.14.4 Ordering

9.14.4.1 ACS is ordered on an Individual Case Basis and is coordinated through the Qwest account manager and product manager. Due date intervals for the proposal phase are detailed below:

a) Within five (5) business days of an inquiry, Qwest will provide Sprint with the Service Request Form.

b) Within ten (10) business days of receiving the Service Request, Qwest will provide a written acknowledgment of receipt.

c) Within fifteen (15) business days of acknowledgment, Qwest will assess the Service Request and prepare for a meeting with Sprint to review the Service Request.

d) Qwest will be available to attend a Service Request Meeting within five (5) business days of the completion of the assessment. The Service Request will be considered accepted once Qwest and Sprint come to an agreed-upon understanding of the service feature set and scope.

e) Within thirty (30) business days of acceptance of the Service Request, Qwest will provide a response, the Service Evaluation, which includes an initial service evaluation and development time and cost estimates.

f) Within ninety (90) business days of End User Customer approval of the Service Evaluation, Qwest will complete a Feasibility Analysis, which includes development time and costs.

Remaining deliverables are negotiated with Sprint so that mutually-agreeable Due Dates based on service complexity are established.

9.14.4.2 APA is ordered using the LSR form.

9.14.4.3 In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent services ordered by Qwest End User Customers.

9.14.4.4 Upon receipt of a complete and accurate LSR, Qwest will load Sprint records into the AIN database within ten Calendar Days. Qwest will also establish translations at the STP to allow query access from Sprint Switch within ten (10) Calendar Days.

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

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

9.15 Interconnection to Line Information Database (LIDB)

9.15.1 Line Information Database (LIDB) Storage

9.15.1.1 Description -- LIDB Storage

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

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

9.15.1.2 Terms and Conditions -- LIDB Storage

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

9.15.1.3 Rate Elements -- LIDB Storage

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

9.15.1.4 Ordering – LIDB Storage

Qwest will be responsible for loading and updating Sprint's line records into the LIDB database from the data provided by Sprint. The establishment of Sprint line records will be provisioned through an interim manual process. Updates, adds, changes and deletions subsequent to the initial file for establishment must be e-mailed to Qwest. Emergency updates (adds, changes, deletes) may be faxed. Sprint is responsible for the accuracy of the data sent to Qwest. Inquiries from Sprint must be faxed to Qwest using the approved forms appropriate for the type of inquiry requested.

9.15.2 Line Validation Administration System (LVAS) Access

9.15.2.1 Description -- LVAS Access

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

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

9.15.2.2 Terms and Conditions -- LVAS Access

9.15.2.2.1 Sprint will provide Qwest with the following information:

a) The LIDB service requested (i.e., calling name, calling cards, Originating Line Number Screening (OLNS), ABS, etc.);

b) Sprint's Revenue Accounting Office (RAO), Operating Customer Number (OCN), and/or Local Service Provider Identification (LSPI);

c) The NPA NXX and signaling point codes for the operator or End Office Switches from which queries are launched;

d) The identity of Sprint's SS7 provider for Number Portability, ABS, OLNS and calling name;

e) The identity of Sprint's operator services provider for ABS queries;

f) Reserved For Future Use.

g) The contact names and fax numbers of all Sprint personnel to be contacted for fraud notification and LIDB data administration.

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

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

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

9.15.2.2.5 Reserved for Future Use.

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

9.15.2.3 Rate Elements -- LVAS Access

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

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

9.15.2.3.3 Individual Line Record Audit - Sprint may verify the data for a given ten (10) digit line number using an inquiry of its End User Customer data.

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

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

9.15.2.5 Ordering - LVAS Access.

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

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

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

9.15.3 LIDB Query Service

9.15.3.1 Description - LIDB Query Service

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

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

9.15.3.2 Terms and Conditions - LIDB Query Service

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

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

9.15.3.2.3 The SCP node provides all protocol and interface support. Sprint SS7 connections will be required to meet Telcordia's GR905, TR954 and Qwest's Technical Publication 77342 specifications.

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

9.15.3.3 Rate Elements - LIDB Query Service

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

9.15.3.3.2 LIDB Query rates apply in addition to all applicable Common Channel Signaling Access Capability (CCSAC) charges.

9.15.3.4 Ordering - LIDB Inquiry Service

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

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

9.15.3.4.3 In addition to the LIDB Request Form, Hub Providers requesting

LIDB services on behalf of Sprint must furnish Qwest a Proof of Authorization to prove that they have Sprint authorization to provide these services. This letter must be on file prior to Provisioning.

9.15.4 Fraud Alert Notification

9.15.4.1 Description - Fraud Alert Notification

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

9.15.4.2 Terms and Conditions - Fraud Alert Notification

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

9.15.4.3 Rate Elements - Fraud Alert Notification

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

9.15.4.4 Ordering - Fraud Alert Notification

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

9.16 8XX Database Query Service

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

9.16.2 8XX Optional Features

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

9.16.2.2 Call Handling and Destination Features - This will allow routing options by specifying a single Carrier, multiple Carriers, single termination or multiple

terminations. Multiple terminations may require the POTS translation feature. Variable routing options are:

a) Routing by originating NPA-NXX-XXXX;

b) Time of day;

c) Day of week;

d) Specified date; and

e) Allocation by percentage.

9.16.3 Rate Elements

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

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

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

9.16.4 Ordering Process

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

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

9.16.4.3 8XX Database Query Service shall be provided within thirty (30) Days after Sprint has access to the Qwest local STP.

9.16.5 Technical Requirements

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

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

9.16.6 Interface Requirements

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

9.16.7 Technical References

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

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

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

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

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

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

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

9.17 InterNetwork Calling Name (ICNAM)

9.17.1 Description

9.17.1.1 InterNetwork Calling Name (ICNAM) is a Qwest service that allows Sprint to query Qwest's ICNAM database and secure the listed name information for the requested telephone number (calling number), in order to deliver that information to Sprint's End User Customers.

9.17.1.2 ICNAM database contains current listed name data by working telephone number served or administered by Qwest, including listed name data provided by other Telecommunications Carriers participating in the calling name delivery service arrangement.

9.17.2 Terms and Conditions

9.17.2.1 In response to queries properly received at Qwest's ICNAM database, Qwest will provide the listed name of the calling party that relates to the calling telephone number (when the information is actually available in Qwest's database and the delivery thereof is not blocked or otherwise limited by the calling party or other

appropriate request). Sprint is responsible for properly and accurately launching and transmitting the query from its serving office to the Qwest database.

9.17.2.2 In response to proper signaling queries, Qwest will provide Sprint with ICNAM database End User Customer information if the calling party's End User Customer information is stored in the Qwest ICNAM database. As a result, the called party End User Customer can identify the calling party listed name prior to receiving the call, except in those cases where the calling party End User Customer has its ICNAM information blocked.

9.17.2.3 Qwest will allow Sprint to query Qwest's ICNAM database in order to obtain ICNAM information that identifies the calling party End User Customer.

9.17.2.4 The ICNAM service shall include the database dip and transport from Qwest's regional STP to Qwest's SCP where the database is located. Transport from Sprint's network to Qwest's local STP is provided via Links, which are described and priced in the CCSAC/SS7 Section of this Agreement.

9.17.2.5 Sprint shall send queries conforming to the American National Standards Institute's (ANSI) approved standards for SS7 protocol and per the following specification standard documents:

a) Telcordia-SS7 Specification, TR-NPL-000246;

b) ANSI-SS7 Specifications;

c) Message Transfer Part T1.111;

d) Signaling Connection Control Part T1.112;

e) Transaction Capabilities Application Part T1.114;

f) Telcordia-CLASS Calling Name Delivery;

g) Generic Requirements, TR-NWT-001188; and

h) Telcordia-CCS Network Interface Specifications, TR-TSV-000905.

9.17.2.6 Sprint acknowledges that transmission in the above protocol is necessary for Qwest to provision its ICNAM services. Sprint will adhere to other applicable standards, which include Telcordia specifications defining service applications, message types and formats. Qwest may modify its network pursuant to other specification standards that may become necessary to meet the prevailing demands within the United States Telecommunications industry. All such changes shall be announced in advance and coordinated with Sprint.

9.17.2.7 All queries to Qwest's ICNAM database shall use a subsystem number (the designation of application) value of 250 with a translation type value of 5. Sprint acknowledges that such subsystem number and translation type values are necessary for Qwest to properly process queries to Qwest's ICNAM database.

9.17.2.8 Sprint acknowledges and agrees that SS7 network overload due to extraordinary volumes of queries and/or other SS7 network messages can and will have a detrimental effect on the performance of Qwest's SS7 network. Sprint further agrees that Qwest, in its sole discretion, shall employ certain automatic and/or manual overload controls within the Qwest SS7 network to safeguard against any detrimental effects. Qwest shall report to Sprint any instances where overload controls are invoked due to Sprint's SS7 network, and Sprint agrees in such cases to take immediate corrective actions as necessary to cure the conditions causing the overload situation.

9.17.2.9 Qwest shall exercise reasonable efforts to provide accurate and complete ICNAM information in Qwest's ICNAM database. The ICNAM information is provided on an as-is Basis with all faults. Qwest does not warrant or guarantee the correctness or the completeness of such information; however, Qwest will access the same ICNAM database for Sprint's queries as Qwest accesses for its own queries. In no event shall Qwest have any liability for system outage or inaccessibility or for losses arising from the authorized use of the ICNAM data by Sprint.

9.17.2.10 Sprint shall arrange its Calling Party Number based services in such a manner that when a calling party requests privacy, Sprint will not reveal that caller's name or number to the called party (Sprint's End User Customer). Sprint will comply with all FCC guidelines and, if applicable, the appropriate Commission rules, with regard to honoring the privacy indicator.

9.17.2.11 Qwest retains full and complete ownership and control over the ICNAM database and all information in its database. Sprint agrees not to copy, store, maintain or create any table or database of any kind from any response received after initiating an ICNAM query to Qwest's database. Sprint will prohibit its End User Customers from copying, storing, maintaining, or creating any table or database of any kind from any response provided by Sprint to its End User after Sprint initiated an ICNAM query to Qwest's ICNAM database.

9.17.2.12 Qwest reserves the right to temporarily discontinue the ICNAM service if Sprint's incoming calls are so excessive as determined by Qwest to jeopardize the viability of the ICNAM service.

9.17.3 Rate Elements

Rate elements for ICNAM services are contained in Exhibit A of this Agreement.

9.17.4 Billing

9.17.4.1 Sprint agrees to pay Qwest for each and every query initiated into Qwest's ICNAM database for any information, whether or not any information is actually provided. Qwest will not charge Sprint for any ICNAM queries Qwest initiates.

9.17.4.2 ICNAM rates will be billed to Sprint monthly by Qwest for the previous month.

9.17.5 Ordering Process

9.17.5.1 Sprint shall order access to Qwest local STP (links and ports) prior to or in conjunction with ICNAM Services. Section 9.13 contains information on ordering SS7 and STP links and ports.

9.17.5.2 If Sprint has an existing database of names that needs to be compiled into the appropriate format, ICNAM service will begin thirty (30) Days after Qwest has received from Sprint its database information.

9.17.5.3 If Sprint has no existing End User Customer base, then ICNAM service will begin seven (7) Days after Qwest receives Sprint's order.

9.18 Additional Unbundled Elements

Sprint may request non-discriminatory access to and, where appropriate, development of, additional UNEs not covered in this Agreement pursuant to the Bona Fide Request Process.

9.19 Construction Charges

Qwest will conduct an individual financial assessment of any request that requires construction of network capacity, facilities, or space for access to or use of UNEs. When Qwest constructs to fulfill Sprint's request for UNEs, Qwest will bid this construction on a case-by-case basis. Qwest will charge for the construction through nonrecurring charges and a term agreement for the remaining recurring charge, as described in the Construction Charges Section. When Sprint orders the same or substantially similar service available to Qwest End User Customers, nothing in this Section shall be interpreted to authorize Qwest to charge Sprint for special construction where such charges are not provided for in a Tariff or where such charges would not be applied to a Qwest End User Customer. If Qwest agrees to construct a Network Element that satisfies the description of a UNE contained in this agreement, that Network Element shall be deemed a UNE.

9.20 Unbundled Packet Switching

Qwest shall provide Sprint with unbundled Packet Switching in a non-discriminatory manner according to the following terms and conditions.

9.20.1 Description

9.20.1.1 Unbundled Packet Switching provides the functionality of delivering and routing packet data units via a virtual channel to a Sprint Demarcation Point. Unbundled Packet Switching includes use of a distribution Loop and virtual transport facilities as well as the DSLAM functionality with the routing and addressing functions of the Packet Switch necessary to generate the virtual channel.

9.20.2 Terms and Conditions

9.20.2.1 Sprint may obtain unbundled Packet Switching only when all four of the following conditions are satisfied at a specific site:

9.20.2.1.1 Qwest has deployed digital Loop carrier systems, including but not limited to, integrated digital Loop carrier or universal digital Loop carrier systems or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section.

9.20.2.1.2 There are no spare copper Loops available capable of supporting the xDSL services the requesting Carrier seeks to offer.

9.20.2.1.3 Qwest has placed a DSLAM for its own use in a Remote Qwest Premises but has not permitted Sprint to collocate its own DSLAM at the same Remote Qwest Premises or collocating Sprint's DSLAM at the same Qwest Premises will not be capable of supporting xDSL services at Parity with the services that can be offered through Qwest's Unbundled Packet Switching. (For additional explanation of this condition see paragraph 313 of the UNE Remand Order, FCC 99-238, released Nov. 5, 1999.)

9.20.2.1.4 Qwest has deployed Packet Switching capability for its own use.

9.20.2.2 A Demarcation Point must be established to the Qwest Packet Switch serving the DSLAM of the End User Customer to which Sprint is providing data services.

9.20.2.3 Qwest will provide Sprint with a UPS channel at a mutually agreeable physical network demarcation point in the CO in which the Qwest ATM switch is located.

9.20.2.4 The ATM virtual channels provided to Sprint shall conform with ATM User-to-Network Interface (UNI) specifications as described in ITU-T 1.371/ATM Forum.

9.20.2.5 Sprint must specify the number of virtual channels, the bit rate for each virtual channel, and the quality of service for each virtual channel. Qwest will commit to satisfy the request to the extent feasible. Qwest will provide Sprint with Unspecified Bit-Rate (UBR) for each channel, and a minimum bit rate.

9.20.2.6 Qwest will provision Sprint specified options as available for each virtual channel in its OSS.

9.20.2.7 Qwest shall provide Sprint with Packet Network Management capacity through its service order activities. Sprint shall have access to Qwest's Packet Network Management Systems if, and only if, such Packet Network Management System capacity can be partitioned and made available to Sprint.

9.20.2.8 Sprint shall provide the Customer premises modem. Customer Premises Equipment including modem and filters must be compatible with specific DSLAM equipment deployed by Qwest.

9.20.2.9 Upon request, Qwest will provide Sprint with the location of Qwest remotely deployed DSLAMs by Central Office. Upon request, Qwest will also disclose the location of DSLAMs that Qwest is in the process of remotely deploying. Sprint can place a request for remotely deployed DSLAM location information at any time, and is not required to meet any of the conditions listed in 9.20.2.1 prior to making such a request.

9.20.3 Rate Elements

9.20.3.1 Unbundled Packet Switch Customer Channel – This rate element consists of two (2) rate sub elements: DSLAM functionality and virtual transport.

9.20.3.1.1 DSLAM - Both a nonrecurring rate and a recurring rate shall apply. Rates will vary depending on the following factors: (a) Uncommitted Bit Rate or, (b) Committed Bit Rate at 256 Kbps, 512 Kbps, 768 Kbps, 1 Mbps, or 7 Mbps.

9.20.3.1.2 Virtual Transport – This includes virtual Loop transport from the DSLAM to the Qwest Wire Center and virtual interoffice transport from the Wire Center serving the End User Customer to the Wire Center containing the Packet Switch. Both a nonrecurring rate and a recurring rate shall apply. If Sprint provisions its own transport, then this rate element shall not apply.

9.20.3.2 Unbundled Packet Switch Loop Capability – This element includes Loop facilities between the remote DSLAM and the End User Customer premises and will vary depending on the type of Loop elements, which may be either a Dedicated Loop or Shared Loop. If Sprint provisions its own transport from the End User Customer to the DSLAM, this rate element shall not apply.

9.20.3.3 Unbundled Packet Switch Interface Port - Sprint obtains the Unbundled Packet Switch Interface Port currently contained within Qwest's network. This Port may be a DS1 or DS3 Port on a Packet Switch allowing virtual channels to be connected and transmitted to Sprint's network.

9.20.3.4 The rates for each of the aforementioned Packet Switching rate elements are set forth in Exhibit A. To the extent the Packet Switching rates are interim, the rates will be subject to true up based on either mutually agreed to permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the rates in Exhibit A will be modified to reflect any interim rates established by the Commission. No true-up of rates will occur until permanent rates are established, unless mutually agreed to by Sprint and Qwest or otherwise ordered by the Commission.

9.20.4 Ordering Process

9.20.4.1 Prior to Qwest completing an order for unbundled Packet Switching Sprint must have provided Qwest a Collocation application, Collocation space availability report pursuant to Section 8.2.1.9, or a Collocation forecast to place a DSLAM in a Qwest Remote Premises containing a Qwest DSLAM and been denied such access.

9.20.4.1.1 Upon Sprint request, Qwest will disclose the location of all DSLAM's Qwest has deployed in Remote Premises throughout the state.

9.20.4.1.2 To the extent that Sprint submits an order for Unbundled Packet Switching before the Collocation Application, Collocation space availability report pursuant to Section 8.2.1.9, or Collocation Forecast is denied, Qwest shall respond to the Collocation request and Unbundled Packet Switching order in parallel.

9.20.4.2 Prior to placing an order for Unbundled Packet Switch Customer Channel, Sprint must have established or be in the process of establishing continuity between Sprint network and an Unbundled Packet Switch Interface Port.

9.20.4.3 To order unbundled Packet Switching, Sprint will place two (2) orders via an LSR, which orders will be provisioned according to the intervals set forth in Exhibit C once the continuity as set forth in the preceding section is established.

9.20.4.3.1 Network Interface Order to establish connectivity between Sprint's network and Qwest Unbundled Packet Switch Interface Port: Sprint must specify bandwidth requirement of DS1 or DS3. Qwest will combine transport UNE to Unbundled Packet Switch Interface Port.

9.20.4.3.2 Customer channel order to establish linkage between End User Customer equipment and Qwest's packet network: Sprint must specify remote DSLAM address, End User Customer address, quality of service requested, and bit-rate requested.

9.20.5 Maintenance and Repair

Maintenance and Repair of unbundled Packet Switching are the sole responsibility of Qwest. Maintenance and Repair processes are contained in Section 12.

9.21 UNE-P Line Splitting

9.21.1 Description

Line Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with an existing UNE-P by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. A POTS Splitter must be inserted into the UNE-P to accommodate establishment of the advanced data service. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and Sprint provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.21.2 Terms and Conditions

9.21.2.1 General

9.21.2.1.1 The Customer of record will order the insertion of a POTS Splitter. Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.21.2.1.2 To order Line Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The

POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.21.2.1.3 CLEC/DLEC may provide any xDSL services that are compatible with CLEC UNE-P POTS service in accordance with ANSI T1.413 or IEEE 820 or other industry standards.

9.21.2.1.4 There may be only one DLEC at any given time that provides advanced data service on any given UNE-P.

9.21.2.1.5 The Customer of record will be able to request conditioning of the Unbundled Loop portion of the UNE-P. Qwest will perform requested conditioning of shared Loops to remove load coils and excess Bridged Taps. If Sprint requests conditioning and such conditioning significantly degrades the voice services on the Loop of the UNE-P to the point that it is unacceptable to Sprint, Sprint shall pay the conditioning rate set forth in Exhibit A to recondition the Loop.

9.21.2.1.6 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Shared Loop Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that Qwest is not required to inventory more than two (2) points of termination. For UNE-P Line Splitting, Qwest shall use the same number of Cross Connections and the same length of the tie pairs as it uses for Line Sharing.

9.21.2.1.7 Reserved for Future Use.

9.21.2.1.8 POTS Splitter Collocation requirements are covered in the Shared Loop Section of this Agreement.

9.21.2.1.8.1 Qwest will enable Sprint to provide Qwest's DSL to an end-user Customer via resale at 100% of the retail rate when service is provided by Sprint to that End User Customer over UNE-P.

9.21.2.1.8.2 Sprint may convert existing Qwest retail service with existing Qwest DSL to UNE-P services with Qwest DSL service, without an interruption in service due to the conversion. Sprint may also request the installation of new Qwest DSL service on existing UNE-P service, subject to Loop qualification and availability.

9.21.2.1.8.3 Qwest will enable this arrangement for both existing and new Customers (e.g., a Customer who had not previously subscribed to Qwest's DSL).

9.21.2.1.8.4 In both instances identified above, Qwest will not have a direct relationship with the End User Customer. Qwest will bill Sprint and Sprint will bill its End User Customer for the DSL Customer.

9.21.3 Rate Elements

The following UNE-P Line Splitting rate elements are contained in Exhibit A of this Agreement.

9.21.3.1 Recurring Rates for UNE-P Line Splitting.

9.21.3.1.1 Interconnection TIE Pairs (ITP). A monthly recurring charge to recover the costs associated with the use of 2 ITPs, one for voice and one for voice/data.

9.21.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the UNE-P Loop.

9.21.3.2 Non-Recurring Rates for the UNE-P Line Splitting

9.21.3.2.1 Basic Installation Charge for UNE-P Line Splitting – A nonrecurring charge for each UNE-P Line Splitting installed will apply.

9.21.3.2.2 Charge for conditioning Loop associated with UNE-P – A nonrecurring charge for either conditioning the Loop by removing load coils and/or excess Bridged Taps; or reconditioning the line if necessary to assure the quality of the voice service on the UNE-P.

9.21.3.3 Non-Recurring Rates for Maintenance and Repair

9.21.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair Section.

9.21.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.21.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.21.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

9.21.4 Ordering Process

9.21.4.1 UNE-P Line Splitting

9.21.4.1.1 As a part of the pre-order process, CLEC/DLEC may access

Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific UNE-P associated Loop.

9.21.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.21.4.1.3 Basic Installation "lift and lay" procedure will be used for all Line Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.21.4.1.4 The Customer of record shall not place orders for UNE-P Line Splitting until all work necessary to provision UNE-P Line Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.21.4.1.5 If a Line Splitting LSR is placed to change from Line Sharing to UNE-P Line Splitting or to change the voice provider in a UNE-P Line Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.21.4.1.6 The Customer of record shall submit the appropriate LSR's associated with establishing UNE-P and Line Splitting.

9.21.5 Billing

9.21.5.1 Qwest shall provide a bill to the Customer of record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for CLEC/DLEC review.

9.21.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Line Splitting rate elements.

9.21.6 Repair and Maintenance

9.21.6.1 Qwest will allow CLEC/DLEC to access UNE-P Line Splitting at the point where the combined voice and data Loop is cross-connected to the POTS Splitter.

9.21.6.2 The Customer of record will be responsible for reporting to Qwest voice service troubles provided over UNE-P Line Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the user premises and the point of demarcation in Qwest Wire Centers. CLEC/DLEC will be responsible for repairing data services provided on UNE-P Line Splitting. Qwest, Sprint and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.21.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for UNE-P Line Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website: http://www.qwest.com/wholesale/productsservices/pcat/index.html. In the interim, Qwest and CLEC/DLEC agree that the following general principles will guide the repair and maintenance process for UNE-P Line Splitting.

9.21.6.3.1 If an End User Customer complains of a voice service problem that may be related to the use of an UNE-P for data services, Qwest and CLEC/DLEC will work together with the End User Customer to solve the problem to the satisfaction of the End User Customer. Qwest will not disconnect the data service without authorization from the Customer of record.

9.21.6.3.2 CLEC and DLEC are responsible for their respective End User Customer base. CLEC/DLEC will have the responsibility for initiation and resolution of any service trouble report(s) initiated by their respective End User Customers.

9.21.6.3.3 Qwest will test for electrical faults (e.g. opens, and/or foreign voltage) on UNE-P Line Splitting in response to trouble tickets initiated by Sprint. When trouble tickets are initiated by Sprint, and such trouble is not an electrical fault (e.g. opens, shorts, and/or foreign voltage) in Qwest's network, Qwest will assess Customer of record the Trouble Isolation Charge (TIC) Charge.

9.21.6.3.4 When trouble reported by the Customer of record is not isolated or identified by tests for electrical faults (e.g. opens, shorts, and/or foreign voltage), Qwest may perform additional testing at the request of the Customer of record on a case-by-case basis. The Customer of record may request that Qwest perform additional testing and Qwest may decide not to perform requested testing where it believes, in good faith, that additional testing is unnecessary because the test requested has already been performed or otherwise duplicates the results of a previously performed test. In this case, Qwest will provide the Customer of record with the relevant test results on a case-by-case basis. If this additional testing uncovers electrical fault trouble (e.g. opens, shorts, and/or foreign voltage) in the portion of the network for which Qwest is responsible, the Customer of record will not be charged by Qwest for the testing. If this additional testing uncovers a problem in the portion of the network for which CLEC/DLEC is responsible, Qwest will assess the appropriate Miscellaneous Charge to the Customer of record.

9.21.6.4 When POTS Splitters are installed in Qwest Wire Centers via Common Area Splitter Collocation, CLEC/DLEC will order and install additional Splitter cards as necessary to increase the capacity of the POTS Splitters. CLEC/DLEC will leave one unused, spare Splitter card in every shelf to be used for repair and maintenance until such time as the card must be used to fill the shelf to capacity.

9.21.6.5 When POTS Splitters are installed in Qwest Wire Centers via standard Collocation arrangements, CLEC/DLEC may install test access equipment in its Collocation areas in those Wire Centers for the purpose of testing UNE-P Line Splitting. This equipment must meet the requirements for Central Office equipment set by the FCC.

9.21.6.6 Qwest, Sprint and DLEC will work together to address End User Customer initiated repair requests and to prevent adverse impacts to the End User Customer.

9.21.7 Customer of Record and Authorized Agents

9.21.7.1 "Customer of record" is defined for purposes of this section as the CLEC that is the billed Customer for Line Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.21.7.2 and 9.21.7.3 to perform ordering and/or Maintenance and Repair functions.

9.21.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.21.7.3 The Customer of record shall hold Qwest harmless with regard to any harm to Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices through the Customer of record, including but not limited to user identifications, digital certificates and SecurID cards, that allow such person to access the records of the Customer of record unless such access and security devices were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

9.22 Reserved for Future Use.

9.23 Unbundled Network Elements Combinations (UNE Combinations)

9.23.1 General Terms

9.23.1.1 Qwest shall provide Sprint with non-discriminatory access to combinations of Unbundled Network Elements including but not limited to the UNE-Platform (UNE-P) and Enhanced Extended Loop (EEL), according to the following terms and conditions.

9.23.1.2 Qwest will offer to Sprint UNE Combinations, on rates, terms and conditions that are just, reasonable and non-discriminatory in accordance with the terms and conditions of this Agreement and the requirements of Section 251 and Section 252 of the Act, the applicable FCC rules, and other Applicable Laws. The methods of access to UNE Combinations described in this section are not exclusive. Qwest will make available any other form of access requested by Sprint that is consistent with the Act and the regulations thereunder. Sprint shall be entitled to access to all combinations functionality as provided in FCC rules and other Applicable Laws. Qwest shall not require Sprint to access any UNE combinations in conjunction with any other service or element unless specified in this Agreement or as required for technical feasibility reasons. Qwest shall not place any use restrictions or other limiting conditions on UNE

combination(s) accessed by Sprint except as specified in this Agreement or required by Existing Rules.

9.23.1.2.1 Changes in law, regulations or other "Existing Rules" relating to UNEs and UNE Combinations, including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement pursuant to Section 2.2. Sprint and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, or the Bona Fide Request process, Sprint may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by Sprint to obtain a UNE subsequently defined by the FCC or the state Commission.

9.23.1.2.2 In addition to the UNE combinations provided by Qwest to Sprint hereunder, Qwest shall permit Sprint to combine any UNE provided by Qwest with another UNE provided by Qwest or with compatible network components provided by Sprint or provided by third parties to Sprint in order to provide Telecommunications Services. Where specifically prohibited by applicable Federal or State requirements, UNE Combination will not be directly connected to a Qwest Finished Service, whether found in a tariff or otherwise, without going through a collocation, unless otherwise agreed to by the parties. Notwithstanding the foregoing, Sprint can connect its UNE Combination to Qwest's Directory Assistance and Operator Services platforms.

9.23.1.2.3 Where Sprint has been denied access to a DS1, or other high capacity Loop, as a UNE due to lack of facilities, and where Sprint has requested and been denied the construction of new facilities to provide such Loop, Sprint may connect a similar bandwidth tariffed service that it secures in lieu of that UNE to a transport UNE that it has secured from Qwest. Before making such connection, Sprint shall provide Qwest with evidence sufficient to demonstrate that it has fulfilled all of the prior conditions of this provision. This provision shall be changed as may be required to conform to the decisions of the FCC under any proceedings related to the Public Notice referred to in document FCC 00-183.

9.23.1.3 When ordered as combinations of UNEs, network elements that are currently combined and ordered together will not be physically disconnected or separated in any fashion except for technical reasons or if requested by Sprint. Network elements to be provisioned together shall be identified and ordered by Sprint as such. When Sprint orders in combination UNEs that are currently interconnected and functional, such UNEs shall remain interconnected or combined as a working service without any disconnection or disruption of functionality.

9.23.1.4 When ordered in combination, Qwest will combine for Sprint UNEs that are ordinarily combined in Qwest's network, provided that facilities are available

9.23.1.5 When ordered in combination, Qwest will combine for Sprint UNEs that are not ordinarily combined in Qwest's network, provided that such facilities are available and such combination:

9.23.1.5.1 Is Technically Feasible;

9.23.1.5.2 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.5.3 Would not impair Qwest's use of its network.

9.23.1.6 When ordered in combination, Qwest will combine Sprint UNE's with Qwest UNEs provided that facilities are available and such combination:

9.23.1.6.1 Is Technically Feasible;

9.23.1.6.2 Shall be performed in a manner that provides Qwest access to necessary facilities;

9.23.1.6.3 Would not impair the ability of other Carriers to obtain access to UNEs or to interconnect with Qwest's network; and

9.23.1.6.4 Would not impair Qwest's use of its network.

9.23.2 Description

UNE Combinations are available in, but not limited to, the following standard products: a) UNE-P in the following form: (i) 1FR/1FB Plain Old Telephone Service (POTS), (ii) ISDN – either Basic Rate or Primary Rate, (iii) Digital Switched Service (DSS), (iv) PBX Trunks, and (v) Centrex; b) EEL (subject to the limitations set forth below). If Sprint desires access to a different UNE Combination, Sprint may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to Sprint's Interconnection agreement, provided that all UNEs making up the UNE Combination are contained in Sprint's Interconnection agreement. If Qwest develops additional UNE combination products, Sprint can order such products without using the Special Request Process, but Sprint may need to submit a New Customer Questionnaire and execute an amendment before ordering such products.

9.23.3 Terms and Conditions

9.23.3.1 Qwest shall provide non-discriminatory access to UNE Combinations on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of a UNE Combination Qwest provides, as well as the access provided to that UNE Combination, will be equal between all Carriers requesting access to that UNE Combination; and, where Technically Feasible, the access and UNE Combination provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself. In those situations where Qwest does not provide access to UNE Combinations to itself, Qwest will provide access in a manner that provides Sprint with a meaningful opportunity to compete.

9.23.3.2 "UNE-P-POTS": 1FR/1FB lines are available to Sprint as a UNE Combination. UNE-P POTS is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for POTS are available with UNE-

P-POTS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.3 "UNE-P-PBX": PBX Trunks are available to Sprint as a UNE Combination. There are two (2) types of UNE-P-PBX: Analog Trunks and Direct Inward Dialing (DID) Trunks. UNE-P-PBX is comprised of the following Unbundled Network Elements: 2/4 Wire Analog Loop, Analog/DID Trunks, and Shared Transport. All the vertical Switch features that are Technically Feasible for Analog and DID PBX Trunks are available with UNE-P-PBX. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.4 "UNE-P-DSS": Digital Switched Service (DSS) is available to Sprint as a UNE Combination. UNE-P-DSS is comprised of the following Unbundled Network Elements: DS1 Capable Loop, Digital Line-Side Port and Shared Transport. All the vertical Switch features that are Technically Feasible for Digital Switched Service are available with UNE-P-DSS. For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.5 "UNE-P-ISDN": ISDN lines are available to Sprint as a UNE Combination. All the vertical Switch features that are Technically Feasible for ISDN are available with UNE-P-ISDN. There are two types of UNE-P-ISDN:

a) Basic rate (UNE-P-ISDN-BRI) is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, BRI Line Side Port and Shared Transport; and

b) Primary rate (UNE-P-ISDN-PRI) – UNE-P-ISDN-PRI is comprised of the following Unbundled Network Elements: Basic ISDN Capable Loop, Digital Line Side Port and Shared Transport.

For complete descriptions please refer to the appropriate Unbundled Network Elements in this Agreement.

9.23.3.6 UNE-P-Centrex: – Centrex Service is available to Sprint as a UNE Combination. Centrex is comprised of the following Unbundled Network Elements: Analog - 2 wire voice grade Loop, Analog Line Side Port, and Shared Transport. All the vertical Switch features that are Technically Feasible for Centrex service are available with UNE-P-Centrex.

9.23.3.6.1 Sprint may also request a service change from Centrex 21, Centrex Plus or Centron service to UNE-P-POTS. The UNE-P-POTS line will contain the UNEs established in Section 9.23.3.2 of this Agreement.

9.23.3.6.2 Qwest will provide access to Customer Management System (CMS) with UNE-P-Centrex.

9.23.3.7 Enhanced Extended Loop (EEL) -- EEL is a Qwest-provided combination of Loop and dedicated interoffice transport and may also include multiplexing or concentration capabilities. EEL transport and Loop facilities may utilize DS0 through OC-192 or other existing bandwidths. DS0, DS1 and DS3 bandwidths are defined products. In addition, other existing bandwidths can be ordered through the Special

Request Process set forth in Exhibit F. Qwest has two (2) EEL options: "EEL-Conversion" (EEL-C) and "EEL-Provision" (EEL-P) as further described in Sections 9.23.3.7.2.11 and 9.23.3.7.2.12.

9.23.3.7.1 Unless Sprint is specifically granted a waiver from the FCC which provides otherwise, and the terms and conditions of the FCC waiver apply to Sprint's request for a particular EEL, Sprint cannot utilize combinations of Unbundled Network Elements that include Unbundled Loop and unbundled interoffice dedicated transport to create a UNE Combination unless Sprint establishes to Qwest that it is using the combination of network elements to provide a significant amount of local exchange traffic to a particular End User Customer. The significant amount of local use requirement does not apply to combinations of Loop and multiplexing when the high side of the multiplexer is connected via an ITP to Sprint's Collocation.

9.23.3.7.2 To establish that an EEL is carrying a "Significant Amount of Local Exchange Traffic," one of the following three (3) local service options must exist:

9.23.3.7.2.1 Option 1: Sprint must certify to Qwest that it is the exclusive provider of an End User Customer's Local Exchange Service and that the Loop transport combination originates at a Customer's premises and that it terminates at Sprint's Collocation arrangement in at least one Qwest Central Office. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.2 Option 2: Sprint must certify that it provides local exchange and Exchange Access Service to the End User Customer's premises and handles at least one-third (1/3) of the End User Customer's local traffic measured as a percent of total End User Customer local dial tone lines; and for DS1 level circuits and above, at least fifty percent (50%) of the activated channels on the Loop portion of the Loop and transport combination have at least five percent (5%) local voice traffic individually; and the entire Loop facility has at least ten percent (10%) local voice traffic; and the Loop/transport combination originates at a Customer's premises and terminates at Sprint's Collocation arrangement in at least one Qwest Central Office; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria outlined in this paragraph. (For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment). This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services.

9.23.3.7.2.3 Option 3: Sprint must certify that at least fifty percent (50%) of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least fifty percent (50%) of the traffic on each of these local dial tone channels is local voice traffic; and the entire Loop facility has at least thirty-three percent (33%)

local voice traffic; and if a Loop/transport combination includes multiplexing, each of the multiplexed facilities must meet the above criteria. For example, if DS1 Loops are multiplexed onto DS3 transport, each of the individual DS1 facilities must meet the criteria as outlined in this paragraph in order for the DS1/DS3 Loop/transport combination to qualify for UNE treatment. This condition, or option, does not allow Loop-transport combinations to be connected to Qwest's Tariffed services. Under this option, Collocation is not required. Under this option, Sprint does not need to provide a defined portion of the End User Customer's local service, but the active channels on any Loop-transport combinations, and the entire facility, must carry the amount of local exchange traffic specified in this option.

9.23.3.7.2.4 When Sprint certifies to Qwest through a certification letter, or other mutually agreed upon solution, that the combination of elements is carrying a "Significant Amount of Local Exchange" Traffic, then Qwest will provision the EEL or convert the Special Access circuit to an EEL-C. For each EEL or Special Access circuit, Sprint shall indicate in the certification letter under which local usage option, set forth in paragraph 9.23.3.7.2.1, 9.23.3.7.2.2 or 9.23.3.3.7.2.3, it seeks to qualify the circuit.

9.23.3.7.2.5 Sprint's local service certification shall remain valid only so long as Sprint continues to satisfy one (1) of the three (3) options set forth in Section 9.23.3.7.2 of this Agreement. Sprint must provide a service order converting the EEL to Private Line/Special Access Circuit to Qwest within thirty (30) Days if Sprint's certification on a given circuit is no longer valid.

9.23.3.7.2.6 In order to confirm reasonable compliance with these requirements, Qwest may perform audits of Sprint's records according to the following guidelines:

a) Qwest may, upon thirty (30) Days written notice to a CLEC that has purchased Loop/transport combinations as UNEs, conduct an audit to ascertain whether those Loop/transport combinations were eligible for UNE treatment at the time of conversion and on an ongoing basis thereafter.

b) Sprint shall make reasonable efforts to cooperate with any audit by Qwest and shall provide Qwest with relevant records (e.g., network and circuit configuration data, local telephone numbers) which demonstrate that Sprint's Unbundled Loop transport combination is configured to provide Local Exchange Service in accordance with its certification.

c) A independent auditor hired and paid for by Qwest or a mutually agreed upon independent auditor hired and equally paid for by both parties shall perform any audits, provided, however, that if an audit reveals that Sprint's EEL circuit(s) do not meet or have not met the certification requirements, then Sprint shall

reimburse Qwest for the cost of the audit.

d) An audit shall be performed using industry audit standards during normal business hours, unless there is a mutual agreement otherwise.

e) Qwest shall not exercise its audit rights with respect to Sprint (excluding Affiliates), more than once in any calendar year, unless an audit finds non-compliance. If an audit does find non-compliance, Qwest shall not exercise its audit rights for 60 days following that audit, and if any subsequent audit does not find non-compliance, then Qwest shall not exercise its audit rights for the remainder of the calendar year.

f) At the same time that Qwest provides notice of an audit to Sprint under this paragraph, Qwest shall send a copy of the notice to the Federal Communications Commission.

g) Audits conducted by Qwest for the purpose of determining compliance with certification criteria shall not effect or in any way limit any audit rights that Qwest may have pursuant to an Interconnection agreement between Sprint and Qwest.

h) Qwest shall not use any other audit rights it may have pursuant to an Interconnection agreement between Sprint and Qwest to audit for compliance with the local exchange traffic requirements of Section 9.23.3.7.2. Qwest shall not require an audit as a prior prerequisite to Provisioning EELs.

i) Sprint shall maintain appropriate records to support its certification. However, Sprint has no obligation to keep any records that it does not keep in the ordinary course of its business.

9.23.3.7.2.7 Qwest will not provision EEL or convert Private Line/Special Access to an EEL if Qwest records indicate that the Private Line/Special Access is or the EEL will be connected directly to a Tariffed service or if, in options 1 and 2 above, the EEL would not terminate at Sprint's Collocation arrangement in at least one Qwest Central Office.

9.23.3.7.2.8 If an audit demonstrates that an EEL does not meet the local use requirements of Section 9.23.3.7.2 on average for two (2) consecutive months for which data is available, then the EEL shall be converted to special access or private line rates within thirty (30) Calendar Days.

9.23.3.7.2.9 If Sprint learns for any reason that an EEL does not meet the local use requirements of Section 9.23.3.7.2, then the EEL shall be converted to special access or private line rates within thirty (30) Days. Sprint has no ongoing duty to monitor EELs to verify that they continue to satisfy the local use requirements of Section 9.23.3.7.2, except that if any service order activity occurs relating to an EEL, then Sprint must verify

that the EEL continues to satisfy the local use requirements of Section 9.23.3.7.2. Any disputes regarding whether an EEL meets the local use requirements shall be handled pursuant to the dispute resolution provisions of this Agreement. While a dispute is pending resolution, the status quo will be maintained and the EEL will not be converted to special access or private line rates.

9.23.3.7.2.10 No private line or other Unbundled Loop shall be available for conversion into an EEL or be combined with other elements to create an EEL if it utilizes shared use billing, commonly referred to as ratcheting. Any change to a private line or other Unbundled Loop including changes to eliminate shared use Billing for any or all circuits, prior to conversion of those circuits to EEL shall be conducted pursuant to the processes, procedures, and terms pursuant to which such private line or Loop was provisioned. Any appropriate charges from such processes, procedures, and terms shall apply (sometimes referred to as "grooming charges).

9.23.3.7.2.11 EEL-C is the conversion of an existing Private Line/Special Access Service to a combination of Loop and transport UNEs. Retail and/or resale private line circuits (including multiplexing and concentration) may be converted to EEL-C if the conversion is Technically Feasible and they meet the terms of this Section 9.23.3.-7. Qwest will make EEL-Conversion Combinations available to Sprint upon request. Qwest will provide Sprint with access to EEL-Conversion Combinations according to the standard intervals set forth in Exhibit C.

9.23.3.7.2.11.1 Sprint must utilize EEL-C to provide a significant amount of Local Exchange Service in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12 EEL-P – EEL-P is a combination of Loop and dedicated interoffice transport used for the purpose of connecting an End User Customer to a Sprint Switch. EEL-P is a new installation of circuits for the purpose of Sprint providing services to End User Customers.

9.23.3.7.2.12.1 Terms and Conditions

9.23.3.7.2.12.2 Sprint must utilize EEL-P to provide a significant amount of Local Exchange Service to each End User Customer served in accordance with the three options listed under Section 9.23.3.7.2.

9.23.3.7.2.12.3 One end of the interoffice facility must originate at a Sprint Collocation in a Wire Center other than the Serving Wire Center of the Loop for Options 1 and 2. For Option 3, the interoffice facility must terminate at Sprint's Wire Center.

9.23.3.7.2.12.4 EEL combinations may consist of Loops and interoffice transport of the same bandwidth (Point-to-Point EEL). When multiplexing is requested, EEL may consist of Loops

and interoffice transport of different bandwidths (Multiplexed EEL). Sprint may also order combinations of interoffice transport, concentration capability and DS0 Loops.

9.23.3.7.2.12.5 When concentration capability is requested, Sprint will purchase the appropriate concentration equipment and provide it to Qwest for installation in the Wire Center.

9.23.3.7.2.12.6 Installation intervals are set forth in Exhibit C and are equivalent to the respective Private Line Transport Service on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html.

9.23.3.7.2.12.7 Concentration capability installation intervals will be offered at an ICB.

9.23.3.7.2.12.8 EEL-P is available only where existing facilities are available

9.23.3.8 Ordering

9.23.3.8.1 Reserved for Future Use.

9.23.3.8.2 Sprint will submit EEL orders using the LSR process.

9.23.3.8.3 Qwest will install the appropriate Channel Card based on the DS0 EEL Link LSR order and apply the charges.

9.23.3.8.4 Requests for Concentration will be submitted using the Virtual Collocation process. Virtual Collocation intervals will be adhered to.

9.23.3.8.5 One LSR is required when Sprint orders Point-to-Point EEL. Multiplexed EEL, EEL Transport and EEL Links must be ordered on separate LSRs.

9.23.3.9 Rate Elements

9.23.3.9.1 EEL Link. The EEL Link is the Loop connection between the End User Customer premises and the Serving Wire Center. EEL Link is available in DS0, DS1 and DS3 and higher bandwidths as they become available. Recurring and nonrecurring charges, as set forth in Exhibit A, shall apply.

9.23.3.9.2 EEL Transport. EEL Transport consists of the dedicated interoffice facilities between Qwest Wire Centers. EEL Transport is available in DS0, DS1, DS3, OC3, OC12 and higher bandwidths as they become available. Recurring and nonrecurring charges, as set forth in Exhibit A, shall apply.

9.23.3.9.3 EEL Multiplexing. EEL multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. All other multiplexing arrangements will be ICB. EEL multiplexing is ordered with EEL Transport or Unbundled Loop. Recurring

and nonrecurring charges set forth in Exhibit A apply.

9.23.3.9.4 DS0 Low Side Channelization and DS0 MUX Low Side Channelization. EEL DS0 Channel Cards are required for each DS0 EEL Link or DS0 Unbundled Loop connected to a 1/0 EEL Multiplexer. Channel Cards are available for analog Loop Start, Ground Start, Reverse Battery and No Signaling.

9.23.3.9.5 Concentration Capability. Concentration Capability rates will be provided as an ICB, if required. Cost recovery includes, but is not limited to, space preparation and space lease, equipment installation, cabling and associated terminations and structure installation, personnel training (if required) and delivery of required power. Recurring and nonrecurring charges, as set forth in Exhibit A, shall apply.

9.23.3.10 Sprint may request access to and, where appropriate, development of, additional UNE Combinations. For UNEs Qwest currently combines in its network Sprint can use the Special Request Process (SRP) set forth in Exhibit F. For UNEs that Qwest does not currently combine, Sprint must use the Bona Fide Request Process (BFR). In its BFR or SRP request, Sprint must identify the specific combination of UNEs, identifying each individual UNE by name as described in this Agreement.

9.23.3.11 The following terms and conditions are available for all types of UNE-P:

9.23.3.11.1 UNE-P will include the capability to access long distance service (InterLATA and IntraLATA) of Sprint's Customer's choice on a 2-PIC basis, access to 911 emergency services, capability to access Sprint's Operator Services platform, capability to access Sprint's Directory Assistance platform and Qwest customized routing service; and, if desired by Sprint, access to Qwest Operator Services and Directory Assistance Service.

9.23.3.11.2 If Qwest provides and Sprint accepts operator services, Directory Assistance, and IntraLATA long distance as a part of the basic exchange line, it will be offered with standard Qwest branding. Sprint is not permitted to alter the branding of these services in any manner when the services are a part of the UNE-P line without the prior written approval of Qwest. However, at the request of Sprint and where Technically Feasible, Qwest will rebrand operator services and Directory Assistance in Sprint's name, in Sprint's choice of name, or in no name in accordance with terms and conditions set forth in this Agreement.

9.23.3.11.3 Sprint may order Customized Routing in conjunction with UNE-P for alternative operator service and/or Directory Assistance platforms. Sprint shall be responsible to combine UNE-P with all components and requirements associated with Customized Routing needed to utilize related functionality. For a complete description of Customized Routing, refer to that Section 9.12 of this Agreement.

9.23.3.11.4 Qwest shall provide to Sprint, for Sprint's End User Customers, E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). Qwest shall not be responsible for any failure of Sprint to provide accurate End User Customer information for listings in any databases in which Qwest is

required to retain and/or maintain End User Customer information. Qwest shall provide Sprint's End User Customer information to the ALI/DMS (Automatic Location Identification/Database Management System). Qwest shall use its standard process to update and maintain, on the same schedule that it uses for its End User Customers, Sprint's End User Customer service information in the ALI/DMS used to support E911/911 services. Qwest assumes no liability for the accuracy of information provided by Sprint.

9.23.3.11.5 Sprint shall designate the Primary Interexchange Carrier (PIC) assignments on behalf of its End User Customers for InterLATA and IntraLATA services. Sprint shall follow all Applicable Laws, rules and regulations with respect to PIC changes and Qwest shall disclaim any liability for Sprint's improper PIC change requests.

9.23.3.11.6 Feature and InterLATA or IntraLATA PIC changes or additions for UNE-P, will be processed concurrently with the UNE-P order as specified by Sprint.

9.23.3.11.7 Sprint may order new or retain existing Qwest DSL service on behalf of End User Customers when utilizing UNE-P-POTS, UNE-P-Centrex, and UNE-P-PBX (analog, non-DID trunks only)combinations, where Technically Feasible. The price for Qwest DSL provided with UNE-P combinations is included in Exhibit A to this Agreement. Qwest DSL service provided to Internet service providers and not provided directly to Qwest or Sprint's End User Customers is not available with UNE-P combinations.

9.23.3.12 If Sprint is obtaining services from Qwest under an arrangement or agreement that includes the application of termination liability assessment (TLA) or minimum period charges, and if Sprint wishes to convert such services to UNEs or a UNE Combination, the conversion of such services will not be delayed due to the applicability of TLA or minimum period charges. The applicability of such charges is governed by the terms of the original agreement, Tariff or arrangement.

9.23.3.13 For installation of new UNE combinations, Sprint will not be assessed UNE rates for UNEs ordered in combination until access to all UNEs that make up such combination have been provisioned to Sprint as a combination, unless a UNE is not available until a later time and Sprint elects to have Qwest provision the other elements before all elements are available. For conversions of existing resale services to UNE-P Combinations, Sprint will be billed at the UNE-P rate, and Billing at the resold rate will cease, on the Due Date of the conversion, so long as the Due Date of the conversion was a standard or longer interval, unless Sprint has caused or requested a delay of the conversion.

9.23.3.14 Reserved for Future Use.

9.23.3.15 When End User Customers Switch from Qwest to Sprint, or to Sprint from any other competitor and is obtaining service through a UNE Combination, such End User Customers shall be permitted to retain their current telephone numbers if they so desire.

9.23.3.16 In the event Qwest terminates the Provisioning of any UNE Combination service to Sprint for any reason, Sprint shall be responsible for providing any and all necessary notice to its End User Customers of the termination. In no case shall Qwest be responsible for providing such notice to Sprint's End User Customers. Qwest shall only be required to notify Sprint of Qwest's termination of the UNE Combination service on a timely basis consistent with Commission rules and notice requirements.

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

9.23.3.18 Reserved for Future Use.

9.23.4 Rates and Charges

9.23.4.1 The rates and charges for the individual Unbundled Network Elements that comprise UNE Combinations are contained in Exhibit A for both recurring and nonrecurring application.

9.23.4.1.1 Recurring monthly charges for each Unbundled Network Element that comprise the UNE Combination shall apply when a UNE Combination is ordered. The recurring monthly charges for each UNE, including but not limited to, Unbundled 2-wire Analog Loop, Analog Line Side Port and Shared Transport, are contained in Exhibit A.

9.23.4.1.2 Nonrecurring charges, if any, will apply based upon the cost to Qwest of Provisioning the UNE Combination and providing access to the UNE Combination. These nonrecurring charges, if any, are described in Exhibit A.

9.23.4.2 If the Commission takes any action to adjust the rates previously ordered, Qwest will make a compliance filing to incorporate the adjusted rates into Exhibit A. Upon the compliance filing by Qwest, the Parties will abide by the adjusted rates on a going-forward basis, or as ordered by the Commission.

9.23.4.3 Sprint shall be responsible for Billing its End User Customers served over UNE Combinations for all Miscellaneous Charges and surcharges required of Sprint by statute, regulation or otherwise required.

9.23.4.4 Sprint shall pay Qwest the PIC change charge associated with Sprint End User Customer changes of InterLATA or IntraLATA carriers. Any change in Sprint's End User Customers' InterLATA or IntraLATA carrier must be requested by Sprint on behalf of its End User Customer.

9.23.4.5 If an End User Customer is served by Sprint through a UNE combination, Qwest will not charge, assess, or collect Switched Access charges for InterLATA or IntraLATA calls originating or terminating from that End User Customer's phone after conversion to a UNE Combination is complete.

9.23.4.6 Qwest shall have a reasonable amount of time to implement system or other changes necessary to bill Sprint for Commission-ordered rates or charges associated with UNE Combinations.

9.23.5 Ordering Process

9.23.5.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.23.5.1.1 Reserved for Future Use.

9.23.5.1.2 Reserved for Future Use.

9.23.5.1.3 Step 1: Complete product questionnaire with account team representative.

9.23.5.1.4 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.23.5.1.5 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE combination rates to the Qwest Billing system.

9.23.5.1.6 Step 4: After account team notification, place UNE combination orders via an LSR or ASR as appropriate.

9.23.5.1.7 Additional information regarding the ordering processes are located at: http://www.qwest.com/wholesale/solutions/clecFacility/une_p_c.html.

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

9.23.5.3 Standard service intervals for each UNE Combination are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, Sprint and Qwest will use the standard Provisioning interval for the equivalent retail service. Sprint and Qwest can separately agree to Due Dates other than the standard interval.

9.23.5.4 Due date intervals are established when Qwest receives a complete and accurate Local Service Request (LSR) or ASR made through the IMA, EDI or Exact interfaces or through facsimile. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 7:00 p.m. For UNE-P-POTS, UNE-P-Centrex, and UNE-P-ISDN-BRI, the service interval will begin on the next business day for service requests received on a non-business day or after 7:00 p.m. on a business

day. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, the date the LSR or ASR is received is considered the start of the service interval if the order is received on a business day prior to 3:00 p.m. For UNE-P-DSS, UNE-P-ISDN-PRI, UNE-P-PBX, EEL, and all other UNE combinations, the service interval will begin on the next business day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business days exclude Saturdays, Sundays, New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day and Christmas Day.

9.23.5.5 The Parties' obligations and responsibilities for providing and maintaining End User Customer listings information are contained in the Listings and E911/911 Emergency Services, Sections 10.3, 10.5 and 10.6 of this Agreement. Nevertheless, to the extent that the option is available to Sprint to specify that the End User Customer's existing listing(s) be retained upon conversion to Unbundled Local Switching elements or UNE-P Combinations, Qwest shall be responsible for ensuring that the End User Customer's listing(s) is retained "as is" in Qwest's listings data bases.

9.23.5.6 When Qwest's End User Customer or the End User Customer's new service provider orders the discontinuance of the End User Customer's existing service in anticipation of moving to another service provider, Qwest will render its closing bill to the End User Customer effective with the disconnection. If Qwest is not the local service provider, Qwest will issue a bill to Sprint for that portion of the service provided to Sprint should Sprint's End User Customer, a new service provider, or Sprint request service be discontinued to the End User Customer. Qwest will notify Sprint by FAX, OSS interface, or other agreed upon processes when an End User Customer moves to another service provider. Qwest shall not provide Sprint or Qwest retail personnel with the name of the other service provider selected by the End User Customer.

9.23.5.7 For UNE Combinations, Sprint shall provide Qwest and Qwest shall provide Sprint with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.23.6 Billing

9.23.6.1 Qwest shall provide Sprint, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format, Billing information including (1) a summary bill, and (2) individual End User Customer sub-account information consistent with the samples available for Sprint review.

9.23.7 Maintenance and Repair

9.23.7.1 Qwest will maintain facilities and equipment that comprise the service provided to Sprint as a UNE Combination. Sprint or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the written consent of Qwest.

9.24 Loop Splitting

9.24.1 Description

Loop Splitting provides CLEC/DLEC with the opportunity to offer advanced data service simultaneously with voice over an existing Unbundled Loop by using the frequency range above the voice band on the copper Loop. The advanced data service may be provided by the Customer of record or another data service provider chosen by the Customer of record. The POTS Splitter separates the voice and data traffic and allows the copper Loop to be used for simultaneous DLEC data transmission and CLEC provided voice service to the End User Customer. "CLEC" will herein be referred to as the voice service provider while "DLEC" will be referred to as the advanced data service provider. CLEC and DLEC may be the same entity. Only one (1) Customer of record determined by the CLEC/DLEC partnership will be identified to Qwest.

9.24.1.1 With regard to the current requirement that Loop Splitting be offered over an existing Unbundled Loop, Qwest acknowledges that there are ongoing industry discussions regarding the Provisioning of Loop Splitting over a new Unbundled Loop. If as a result of those discussions, a process is developed for Loop Splitting over a new Loop, Qwest will amend its SGAT to eliminate the limitation of Loop Splitting to existing Unbundled Loops. Requests for other Loop Splitting applications, including line splitting on resold lines, must be submitted through the Special Request Process (SRP).

9.24.2 Terms and Conditions

9.24.2.1 General

9.24.2.1.1 Qwest is not responsible for providing the Splitter, filter(s) and/or other equipment necessary for the End User Customer to receive separate voice and data service across a single copper Loop.

9.24.2.1.2 To order Loop Splitting, CLEC/DLEC must have a POTS Splitter installed in the Qwest Wire Center that serves the End User Customer. The POTS Splitter must meet the requirements for Central Office equipment Collocation set by the FCC or be compliant with ANSI T1.413.

9.24.2.1.3 There may only be one DLEC at any given time that provides advanced data service on any given Unbundled Loop.

9.24.2.1.4 If Loop Splitting is requested for an analog Loop, the Loop must be converted to a 2/4 wire non-loaded Loop or ADSL compatible Loop.

9.24.2.1.4.1 The Customer of record will be able to request conditioning of the Unbundled Loop. Qwest will perform requested conditioning of Unbundled Loops to remove load coils and excess Bridged Taps under the terms and conditions associated with Loop conditioning contained in Section 9.2 of this Agreement.

9.24.2.1.4.2. If requested conditioning significantly degrades the existing service over the Unbundled Loop to the point that it is

unacceptable to Sprint, Customer of record shall pay to convert back to an analog Loop.

9.24.2.1.5 POTS Splitters may be installed in Qwest Wire Centers in either of the following ways at the discretion of CLEC/DLEC: (a) via the standard Collocation arrangements set forth in the Collocation Section; or (b) via Common Area Splitter Collocation as set forth in the Line Sharing Section of this Agreement. Under either option, POTS Splitters will be appropriately hard-wired or pre-wired so that points of termination are kept to a minimum. For Loop Splitting, Qwest shall use the same length of tie pairs as it uses for Line Sharing, except for the additional CLEC-to-CLEC connection, which is not required for Line Sharing.

9.24.2.1.6 POTS Splitter Collocation requirements are covered in the Line Sharing, Section 9.4 of this Agreement.

9.24.3 Rate Elements

The following Loop Splitting rate elements are contained in Exhibit A of this Agreement.

9.24.3.1 Recurring Rates for Loop Splitting.

9.24.3.1.1 Interconnection TIE Pairs (ITP)- A monthly recurring charge to recover the costs associated with the use of ITPs.

9.24.3.1.2 OSS Charge – A monthly recurring charge to recover the cost of the OSS modifications necessary to provide access to the high frequency portion of the Unbundled Loop.

9.24.3.2 Non-Recurring Rates for the Loop Splitting

9.24.3.2.1 Basic Installation Charge for Loop Splitting – A nonrecurring charge for Loop Splitting installed will apply.

9.24.3.3 Non-Recurring Rates for Maintenance and Repair

9.24.3.3.1 Trouble Isolation Charge – A nonrecurring charge for Trouble isolation will be applied in accordance with the Support Functions – Maintenance and Repair, Section 9.24.6.

9.24.3.3.2 Additional Testing – The Customer of record may request Qwest to perform additional testing, and Qwest may decide to perform the requested testing on a case-by-case basis. A nonrecurring charge will apply in accordance with Exhibit A.

9.24.3.4 Rates for POTS Splitter Collocation are included in Exhibit A of this Agreement.

9.24.3.5 All of these rates are interim and will be subject to true-up based on either mutually agreed permanent rates or permanent rates established in a cost proceeding conducted by the Commission. In the event interim rates are established by

the Commission before permanent rates are set, the interim rates set forth in Exhibit A will be changed to reflect the interim rates set by the Commission; however, no true up will be performed until mutually agreed to permanent rates are established or permanent rates are established by the Commission.

9.24.4 Ordering Process

9.24.4.1 Loop Splitting

9.24.4.1.1 As a part of the pre-order process, CLEC/DLEC may access Loop characteristic information through the Loop Information Tool described in the Support Functions Section. The Customer of record will determine, in its sole discretion and at its risk, whether to add data services to any specific Unbundled Loop.

9.24.4.1.2 The Customer of record will provide on the LSR, the appropriate frame terminations that are dedicated to POTS Splitters. Qwest will administer all cross connects/jumpers on the COSMIC/MDF and IDF.

9.24.4.1.3 Basic Installation "lift and lay" procedure will be used for all Loop Splitting orders. Under this approach, a Qwest technician "lifts" the Loop from its current termination in a Qwest Wire Center and "lays" it on a new termination connecting to CLEC's/DLEC's collocated equipment in the same Wire Center.

9.24.4.1.4 The Customer of record shall not place orders for Loop Splitting until all work necessary to provision Loop Splitting in a given Qwest Wire Center, including, but not limited to, POTS Splitter installation and TIE Cable reclassification or augmentation has been completed.

9.24.4.1.5 The Customer of record shall submit the appropriate LSR's associated with establishing Unbundled Loop and Loop Splitting.

9.24.4.1.6 If a Loop Splitting LSR is placed to change from Line Sharing to Loop Splitting or to change the voice provider in an existing Loop Splitting arrangement and the data provider does not change or move Splitter location, the data service will not be interrupted.

9.24.5 Billing

9.24.5.1 Qwest shall provide a bill to the Customer of record, on a monthly basis, within seven to ten (7-10) calendar Days of the last day of the most recent Billing period, in an agreed upon standard electronic Billing format.

9.24.5.2 Qwest shall bill the Customer of record for all recurring and nonrecurring Loop Splitting rate elements.

9.24.6 Repair and Maintenance

9.24.6.1 Qwest will allow CLEC/DLEC to access Loop Splitting at the point where the combined voice and data Loop is cross connected to the POTS Splitter.

9.24.6.2 The Customer of record will be responsible for reporting to Qwest service troubles provided over Loop Splitting. Qwest will be responsible to repair troubles on the physical line between Network Interface Devices at the End User Customer premises and the point of demarcation in Qwest Wire Centers. Qwest, CLEC and DLEC each will be responsible for maintaining its equipment. The entity that controls the POTS Splitters will be responsible for their maintenance.

9.24.6.3 Qwest, CLEC and DLEC will continue to develop repair and maintenance procedures for Loop Splitting and agree to document final agreed to procedures in a methods and procedures document that will be made available on Qwest's website.

9.24.7 Customer of Record and Authorized Agents

9.24.7.1 "Customer of Record" is defined for the purposes of this section as the CLEC that is the billed Customer for Loop Splitting. The Customer of record may designate an authorized agent pursuant to the terms of sections 9.24.7.2 and 9.24.7.3 to perform ordering and/or Maintenance and Repair functions.

9.24.7.2 In order for the authorized agent of the Customer of record to perform ordering and/or Maintenance and Repair functions, the Customer of record must provide its authorized agent the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that will allow the authorized agent to access the records of the Customer of record. Such access will be managed by the Customer of record.

9.24.7.3 The Customer of record shall hold Qwest harmless with regard to any harm Customer of record as a direct and proximate result of the acts or omissions of the authorized agent of the Customer of record or any other person who has obtained from the Customer of record the necessary access and security devices, including but not limited to user identifications, digital certificates and SecurID cards, that allow person to access the records of the Customer of record unless such access and security devices through the Customer of record were wrongfully obtained by such person through the willful or negligent behavior of Qwest.

9.25 LOOP MUX COMBINATION

9.25.1 Description

9.25.1.1 The Loop Mux Combination (LMC) offering is a combination of an unbundled loop with a multiplexer and collocation located within the same Qwest Wire Center. An EEL loop may also be connected to the LMC multiplexer.

9.25.1.2 LMC provides Sprint with the ability to access end users and aggregate DS1 or DS0 loops to a higher bandwidth via a DS1 or DS3

multiplexer. There is no transport between the multiplexer and collocation with the Loop Mux Combination. This is also known as a Multiplexed LMC. The Loop Mux facility must terminate in a collocation. The Multiplexed LMC's connection to collocation is provided by an ITP (Interconnection Tie Pair).

9.25.1.3 Qwest offers this UNE combination as a billing conversion or new provisioning.

9.25.2 Terms and Conditions

Loop Mux Combinations will be provisioned where existing facilities are available.

9.25.3 Rate Elements

9.25.3.1 Interconnection Tie Pair (ITP) charges apply to each circuit connected to the collocation. See Unbundled Loop for recurring charges.

9.25.3.2 LMC Loop (also referred to as Loop with Mux in Exhibit A). The LMC Loop is the Loop connection between the end user customer premises and the Multiplexer in the serving Wire Center where SPRINT is collocated. LMC Loop is available in DS0 and DS1. Recurring and non-recurring charges will apply

9.25.3.3 LMC Multiplexing (also referred to as Loop Mux in Exhibit A). LMC Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and non-recurring charges will apply.

9.25.3.4 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.

9.25.4 Ordering Process

9.25.4.1 Most UNE Combinations and associated products and services are ordered via an LSR. Ordering processes are contained in this Agreement and in the PCAT. The following is a high-level description of the ordering process:

9.25.4.1.1 Step 1: Complete product questionnaire with account team representative.

9.25.4.1.2 Step 2: Obtain Billing Account Number (BAN) through account team representative.

9.25.4.1.3 Step 3: Allow 2-3 weeks from Qwest's receipt of a completed questionnaire for accurate loading of UNE combination rates to the Qwest billing system.

9.25.4.1.4 Step 4: After account team notification, place LMC

orders via an LSR.

9.25.4.2 Prior to placing an order on behalf of each end user customer, SPRINT shall be responsible for obtaining and have in its possession a Proof of Authorization as set forth in this Agreement.

9.25.4.3 Standard service intervals for UNE Combinations are either set forth in Exhibit C of this Agreement or in the Service Interval Guide (SIG) available on www.qwest.com/wholesale.

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

9.25.4.5 For UNE Combinations, SPRINT shall provide Qwest and Qwest shall provide SPRINT with points of contact for order entry, problem resolution, repair, and in the event special attention is required on service request.

9.25.5 Billing

9.25.5.1 Qwest shall provide SPRINT, on a monthly basis, within seven to ten (7-10) calendar days of the last day of the most recent billing period, in an agreed upon standard electronic billing format, billing information including (1) a summary bill, and (2) individual end user customer sub-account information.

9.25.6 Maintenance and Repair

9.25.6.1 Qwest will maintain facilities and equipment that comprise the service provided to SPRINT as a UNE Combination. SPRINT or its end user customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the end user customer, without the written consent of Qwest.

Section 10.0 - ANCILLARY SERVICES

10.1 Reserved for Future Use.

10.2 Local Number Portability

10.2.1 Description

10.2.1.1 Local Number Portability (LNP) is defined by the FCC as the ability of users of Telecommunications Services to retain, at the same location, existing Telecommunications numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

10.2.1.2 Qwest uses the Location Routing Number (LRN) architecture. Under the LRN architecture, each Switch is assigned a unique ten-digit LRN, the first six digits of which identify the location of that Switch. The LRN technology is a triggering and addressing method which allows the re-homing of individual telephone numbers to other switches and ensures the proper routing of calls to ported telephone numbers through the use of a database and the signaling network. The LRN solution interrupts call processing through the use of an Advanced Intelligent Network (AIN) trigger, commonly referred to as the LRN trigger. During this interruption, a query is launched to the LNP database in the signaling network and the call is re-addressed using the LRN information for the ported telephone number. The LRN will route the call to the proper Switch destination. The actual routing of the call with either the dialed number, for calls to non-ported numbers, or the LRN, for calls to ported numbers, observes the rules, protocols and requirements of the existing Public Office Dialing Plan (PODP).

10.2.2 Terms and Conditions

10.2.2.1 Qwest will provide Local Number Portability (LNP), also known as long-term number portability, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's North American Numbering Council's (NANC) Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee (INC) of the Alliance for Telecommunications Industry Solutions (ATIS). Unless specifically excluded in Section 10.2.2.6, all telephone numbers assigned to an End User Customer are available to be ported through LNP. Mass calling events shall be handled in accordance with the industry's non-LRN recommendation (NANC's High Volume Call-In Networks dated February 18, 1998.)

10.2.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC. In accordance with industry guidelines, the publications of LNP capable switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).

10.2.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC, or that are agreed to by the Telecommunications industry as a national industry standard.

10.2.2.4 Qwest will coordinate LNP with Unbundled Loop cut overs in a reasonable amount of time and with minimum service disruption, pursuant to Unbundled Loop provisions identified in Section 9 of this Agreement. Sprint will coordinate with Qwest for the transfer of the Qwest Unbundled Loop coincident with the transfer of the Customer's telephone service to Qwest in a reasonable amount of time and with minimum service disruption. For coordination with Loops not associated with Qwest's Unbundled Loop offering, Sprint may order the LNP Managed Cut, as described in Section 10.2.5.4.

10.2.2.4.1 Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its Port or provision of its Loop, and needs to delay or cancel the Port and any Loop disconnection, that Party shall notify the other Party immediately. Parties will work cooperatively and take prompt action to delay or cancel the Port and any Loop disconnection in accordance with industry (LNPA's National Number Porting Operations Team), accepted procedures to minimize End User Customer service disruptions.

10.2.2.4.2 Parties shall transmit a Port create subscription or Port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines. Qwest will routinely send a concurrence message within the time frames established by the industry.

10.2.2.5 The Parties agree to implement LNP within the guidelines set forth by the generic technical requirements for LNP as specified in Section 21 of this Agreement.

10.2.2.6 Neither Party shall be required to provide number portability for numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).

10.2.2.7 After an end-office becomes equipped with LNP, all NXXs assigned to that end office will be defined as portable, to the extent Technically Feasible, and translations will be changed in each Party's switches so that the portable NXXs are available for LNP database queries. When an NXX is defined as portable, it will also be defined as portable in all LNP-capable switches that have direct trunks to the end office associated with the portable NXX.

10.2.2.8 Each Party shall offer number portability to Customers for any portion of an existing DID block without being required to Port the entire block of DID numbers. Each Party shall permit Customers who Port a portion of DID numbers to retain DID service on the remaining portion of the DID numbers.

10.2.2.9 At the time of porting a number via LNP from Qwest, Qwest shall ensure that the LIDB entry for that number is de-provisioned if the Qwest LIDB is not being used by Sprint.

10.2.2.10 Both Parties agree to follow the LNP Switch request process established by the Parties and in compliance with industry guidelines.

10.2.2.11 NXX Migration, or Local Exchange Routing Guide Reassignment, reassigns the entire Central Office Code (NXX) to the Sprint Switch if the code is used solely for one End User Customer. Where one Party has activated an entire NXX for a single End User Customer, or activated a substantial portion of an NXX for a single End User Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such End User Customer chooses to receive service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned to an End Office operated by the second Party through the NANP administrator. In addition, both Parties agree to cooperate in arranging necessary updates and industry notification in the LERG (and associated industry databases, routing tables, etc.). Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times (as identified in the LERG and the Central Office Code Administration guidelines) for movement of NXXs from one Switch to another. Other applications of NXX migration will be discussed by the Parties as circumstances arise.

10.2.2.12 In connection with all LNP requests, the Parties agree to comply with the National Emergency Number Association (NENA) recommended standards for service provider Local Number Portability (NENA-02-011), as may be updated from time to time, regarding unlocking and updating End User Customers' telephone number records in the 911/Automatic Location Information (ALI) database. The current provider shall send the 911 unlock record on the completion date of the order to the 911 database administrator.

10.2.2.13 Porting of Reserved Numbers. The Customers of each Party may Port reserved numbers from one Party to the other Party via LNP. Qwest will allow the Customer to reserve numbers via appropriate retail Tariffs for up to 180 days as allowed by FCC rules. If the reserved numbers for the Customer are requested to be Ported, they must be Ported coincidentally with the Porting of the Customer's working numbers. If the Customer's reserved numbers are not requested to be Ported, they will be released and become part of Qwest's available inventory of numbers.

10.2.2.14 Limits on Subscriber Relocation. Qwest and Sprint agree that a Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the new service provider; provided, however, that the current service provider may require that the Customer's relocation at the time of the Port to the new service provider be limited to the geographic area represented by the NXX of the ported telephone number. The current service provider may not impose a relocation limitation on the new service provider or the new service provider's subscribers that is more restrictive than that which the current service provider would impose upon its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the current service provider may not impose any restrictions on relocation within the same rate center by a ported End User Customer while that End User Customer is served by the new service provider.

10.2.3 Service Management System

10.2.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's

established protocols and that the application of such systems and equipment is compatible with the NPAC.

10.2.3.2 Each Party shall cooperate to facilitate the administration of the SMS through the process prescribed in the documents referenced in Section 21.

10.2.4 Database and Query Services

10.2.4.1 Qwest shall perform default LNP queries where Sprint is unable to perform its own query. Sprint shall perform default LNP queries where Qwest is unable to perform its own query. Qwest query services and charges are defined in FCC Tariff #5, including End Office and Tandem Default Query Charges which are contained in Tariff Section 13 (Miscellaneous Service) and Database Query Charges which are contained in Tariff Section 20 (CCSAC Service Applications).

10.2.4.2 For local calls to a NXX in which at least one number has been ported via LNP at the request of Sprint, the Party that owns the originating Switch shall query an LNP database as soon as the call reaches the first LNP capable Switch in the call path. The Party that owns the originating Switch shall query on a local call to a NXX in which at least one number has been ported via LNP prior to any attempts to route the call to any other Switch. Prior to the first number in a NXX being ported via LNP at the request of Sprint, Qwest may query all calls directed to the NXX, subject to the Billing provisions as discussed in Section 10.2.4.1 and provided that Qwest queries shall not adversely affect the quality of service to Sprint's Customers or End User Customers as compared to the service Qwest provides its own Customers and End User Customers.

10.2.4.3 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Parties are not obligated to perform the LNP query prior to the first Port in a NXX.

10.2.4.4 On calls originating from a Party's network, the Party will populate, if Technically Feasible, the Jurisdiction Information Parameter (JIP) with the first six digits of the originating LRN in the SS7 Initial Address Message.

10.2.4.5 Each Party shall cooperate in the process of porting numbers from one Carrier to another so as to limit service outage for the ported subscriber. Qwest shall update its LNP database from the NPAC SMS data within fifteen (15) minutes of receipt of a download from the NPAC SMS.

10.2.5 Ordering

10.2.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request and associated Number Portability forms. Sprint may order long-term number portability either manually or through an electronic interface. The electronic gateway solution for ordering service is described in Section 12 of this Agreement.

10.2.5.2 Standard Due Date Intervals. Service intervals for LNP are described below. These intervals include the time for Firm Order Confirmation (FOC). Orders received after 7:00 p.m. (mountain time) are considered the next business day. The following service intervals have been established for local number portability:

	Telephone Numbers To Port	Interval*
Simple (1FR/1FB)	1-5	3 business days (includes FOC 24 hr interval)
	6-50	4 business days (includes FOC 24 hr interval)
	51 or more	Project Basis
Complex (PBX Trunks, ISDN, Centrex)	1-25	5 business days (includes FOC 24 hr interval)
	26 or more	Project Basis

*Intervals for LNP with Unbundled Loops shall be governed by Section 9.2.4.6 of this Agreement.

10.2.5.3 Most LNP order activity is flow-through, meaning that the ten (10) digit unconditional trigger, or Line Side attribute (LSA) trigger, can be set automatically. Sprint may request any Due Date/Frame Due Time (DD/FDT) where the trigger can be set automatically, although there may be some instances when Qwest or the Number Portability Administration Center/Service Management System (NPAC/SMS) will provide prior electronic notice of specific blocks of time which cannot be used as a DD/FDT due to scheduled maintenance or other circumstances. If the DD/FDT on a flow-though cut is outside Qwest's normal business hours for LNP, Qwest will have personnel available in the repair center to assist in the event that Sprint experiences problems during the cut. In addition, Qwest allows Sprint to request a Managed Cut on a 24 X 7 basis in those situations where a cut would otherwise have been flow-through, but where Sprint has a business need to have Qwest personnel dedicated to the cut. The terms and conditions for Managed Cuts are described in 10.2.5.4.

10.2.5.3.1 Qwest will set the ten (10) digit unconditional trigger for numbers to be ported, unless technically infeasible, by 11:59 p.m. (local time) on the business day preceding the scheduled Port date. (A 10-digit unconditional trigger cannot be set for DID services in 1AESS, AXE10, and DMS10 switches thus managed cuts are required, at no charge.) The ten (10) digit unconditional trigger and Switch translations associated with the End User Customer's telephone number will not be removed, nor will Qwest disconnect the Customer's Billing and account information, until 11:59 p.m. (local time) of the next business day after the Due Date. Sprint is required to make timely notification of Due Date

changes or cancellations by 8:00 p.m. mountain time on the Due Date through a supplemental LSR order. In the event Sprint does not make timely notification, Sprint may submit a late notification to Qwest as soon as possible but in no event later than 12:00 p.m. mountain time the next business day after the Due Date to Qwest's Interconnect Service Center in the manner set forth below. For a late notification properly submitted, Qwest agrees to use its best efforts to ensure that the End User's service is not disconnected prior to 11:59 p.m. of the next business day following the new Due Date or, in the case of cancellation, no disruption of the End User's existing service. Late notifications must be made by calling Qwest's Interconnect Service Center followed by Sprint submitting a confirming supplemental LSR order.

10.2.5.4 LNP Managed Cut With Sprint-Provided Loop: A Managed Cut permits Sprint to select a project managed cut for LNP. Managed Cuts are offered on a 24 X 7 basis.

10.2.5.4.1 The date and time for the managed cut requires up-front planning and may need to be coordinated between Qwest and Sprint. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will coordinate with Sprint for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where a FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days. In addition, standard intervals will apply.

10.2.5.4.2 Sprint shall request a Managed Cut by submitting a Local Service Request (LSR) and designating this order as a Managed Cut in the remarks section of the LSR form.

10.2.5.4.3 Sprint will incur additional charges for the Managed Cut dependent upon the FDT. The rates are based upon whether the request is within Qwest's normal business hours or out of hours. Qwest's normal business hours are 7:00 a.m. to 7:00 p.m., End User Customer local time, Monday through Friday. The rate for Managed Cuts during normal business hours is the standard rate. The rate for Managed Cuts out of hours, except for Sundays and Holidays, is the overtime rate. Sundays and Holidays are at premium rate.

10.2.5.4.4 Charges for Managed Cuts shall be based upon actual hours worked in one-half (½) hour increments. Exhibit A of this Agreement contains the rates for Managed Cuts. Sprint understands and agrees that in the event Sprint does not make payment for Managed Cuts, unless disputed as permitted under Section 5.4 of the Agreement, Qwest shall not accept any new LSR requests for Managed Cuts.

10.2.5.4.5 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed three employees, based upon information provided by Sprint. Sprint will also have appropriate personnel scheduled for the negotiated FDT. If Sprint's information is modified during the cut, and, as a

result, non-scheduled employees are required, Sprint shall be charged a three (3) hour minimum callout charge per each additional non-scheduled employee. If the cut is either cancelled, or supplemented (supp) to change the Due Date, within twenty-four (24) hours of the negotiated FDT, Sprint will be charged a one person three (3) hour minimum charge. If the cut is cancelled due to a Qwest error or a new Due Date is requested by Qwest, within twenty-four (24) hours of the negotiated FDT, Qwest may be charged by Sprint one person three (3) hour minimum charge as set forth in Appendix A.

10.2.5.4.6 In the event that the LNP Managed Cut LNP conversion is not successful, Sprint and Qwest agree to isolate and fix the problem in a timeframe acceptable to Sprint or the Customer. If the problem cannot be corrected within an acceptable timeframe to Sprint or the Customer, Sprint may request the restoral of Qwest service for the ported Customer. Such restoration shall begin immediately upon request. If Sprint is in error then a supplemental order shall be provided to Qwest. If Qwest is in error, no supplemental order or additional order will be required of Sprint.

10.2.5.4.7 Qwest shall ensure that any LNP order activity requested in conjunction with a Managed Cut shall be implemented in a manner that avoids interrupting service to the End User Customer, including, without limitation, ensuring that the End User Customer's Qwest Loop will not be disconnected prior to confirmation that the Sprint Loop has been successfully installed.

10.2.6 Maintenance and Repair

10.2.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Service Provider.

10.2.6.2 Each Party will provide their respective End User Customers the correct telephone numbers to call for access to their respective repair bureaus. Each Party will provide their repair contact numbers to one another on a reciprocal basis.

10.2.6.3 Qwest will work cooperatively with Sprint to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the Qwest network, Qwest will perform standard tests and isolate and repair the trouble within twenty-four (24) hours of receipt of the report.

10.2.6.4 Qwest will proactively test new Switch features and service offerings to ensure there are no problems with either the porting of numbers or calls from Qwest Customers to Sprint Customers with ported numbers or vice versa.

10.2.7 Rate Elements

10.2.7.1 Qwest will comply with FCC and Commission rules on cost recovery for long term number portability.

10.2.8 Reserved For Future Use.

10.2.9 Reserved For Future Use.

10.3 911/E911 Service

10.3.1 Description

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

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

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

10.3.2 Terms and Conditions

10.3.2.1 E911 functions provided to Sprint shall be at the same level of accuracy and reliability as for such support and services that Qwest provides to its End User Customers for such similar functionality.

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

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

10.3.2.4 Qwest shall route E911 calls to the appropriate PSAP.

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

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

10.3.2.7 Qwest will provide Sprint with the ten-digit telephone numbers of each PSAP agency, for which Qwest provides the 911 function, to be used by Sprint to acquire emergency telephone numbers for operators to handle emergency calls in those

instances where Sprint's End User Customer dials "0" instead of "911". It shall be the responsibility of Sprint to verify or confirm the appropriate use of the contact information provided by Qwest with each PSAP prior to offering 911 calls or publication of such data.

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

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

10.3.2.10 CLEC is responsible to collect and remit to the state End User Customer taxes for 911 service.

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

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

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

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

10.3.3 E911 Database Updates

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

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

10.3.4 E911 Database Updates for Facilities-Based CLECs

10.3.4.1 Qwest will ensure that the 911 database entries for Sprint will be maintained with the same accuracy and reliability that Qwest maintains for Qwest's own End User Customers.

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

10.3.4.3 If it is facilities-based, Sprint will provide End User Customer data to Qwest's agent for the Qwest ALI database utilizing NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange standards. Qwest will furnish Sprint any variations to NENA recommendations required for ALI database input.

10.3.4.4 If it is facilities-based, Sprint will provide End User Customer data to Qwest's database provider for Qwest's ALI database that is MSAG valid and meets all components of the NENA-02-011 Recommended Data Standards for Local Exchange Carriers, ALI Service Providers and 9-1-1 Jurisdictions standard format, as specified by Qwest.

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

10.3.4.6 Qwest's E911 database administrator, an independent third party, shall resolve failed Local Number Portability migrate records in accordance with the NENA standard, NENA-02-011 sections 22B.1-2, for Qwest records where Qwest is the donor company as defined in the NENA standard. The Qwest E911 database administrator will compare Sprint's (i.e., recipient company as defined in the NENA standard) failed migrate records to the Regional Number Portability Administration Center's (NPAC) database once each business day to determine if the migrate record (i.e., ported telephone number) has been activated by the recipient company. If the migrate record has been activated by Sprint in the NPAC, the record shall be unlocked and the migrate record processed. If, at the end of ten (10) business days, the NPAC database does not show the migrate record as activated or the record owner identification does not match, the migrate record will be rejected. The E911 database administrator will send reports regarding Sprint's failed migrate records (i.e., 755 error code) and rejected migrate records (i.e., 760 error code) to Sprint or Sprint's designated database administrator. Qwest's E911 database administrator will also resolve failed migrate records for Sprint, if valid based on the NPAC database.

10.3.5 E911 Database Updates for Resale Based CLECs

10.3.5.1 For resold services, Qwest, or its designated database provider, will provide updates to the ALI database in a manner that is at the same level of accuracy

and reliability as such updates are provided for Qwest's End User Customers. For resold accounts, Sprint shall provide Qwest with accurate End User Customer location information to be updated to the ALI/DMS database. Qwest shall use its current process to update and maintain End User Customer information in the ALI/DMS database.

10.3.6 E911 Database Accuracy

10.3.6.1 E911 Database accuracy shall be measured jointly by the PSAPs and Qwest's database provider in a format supplied by Qwest. The reports shall be forwarded to Sprint by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The reports provided to Sprint shall contain Sprint-specific information regarding Sprint's accounts.

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

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

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

10.3.7 E911 Interconnection

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

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

10.3.7.1.2 911 Interconnection Trunk Groups must be, at a minimum, DS0

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

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

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

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

10.3.7.4 When Sprint is a facility-based CLEC, Qwest shall provide 911 Interconnection, including the provision of dedicated trunks from Sprint's End Office Switch to the 911 control office, at Parity with what Qwest provides itself.

10.3.7.5 For a Reseller CLEC, or a CLEC using unbundled switching, Qwest shall provide Sprint with access to the same 911 trunks used for Qwest's retail End User Customers which extend from the Qwest End Office Switch to the Basic 911 PSAP or the E911 tandem. Sprint access to such 911 trunks shall be on a shared, non-discriminatory basis.

10.3.8 E911 and Number Portability

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

10.3.9 Public Switch/Automatic Location Identification (PS/ALI) Service

10.3.9.1 PS/ALI Description

10.3.9.1.1 Private Switch/Automatic Location Identification (PS/ALI) Service provides End User Customers using a private telephone Switch, such as Private Branch Exchanges (PBXs) and some Centrex/Centron, with the Selective Routing and/or Automatic Location Identification (SR/ALI) feature(s) of E911 for individual telephone stations served by the PBX or Centrex/Centron. The PS/ALI capability allows for the storage and retrieval of Automatic Location Identification and/or the Selective Routing of that call to the appropriate Public Safety Answering Point (PSAP).

10.3.9.1.2 Sprint's PS/ALI End User Customer systems are viewed as a Serving Wire Center within the E911 network. The Automatic Number Identification (ANI) generated by the PBX/Centrex/Centron will be read, processed, and utilized as if it were a typical End Office Switch. The E911 SR will route the E911 PS/ALI call to the appropriate PSAP based on the ANI received, or the default Emergency Service Number (ESN). Upon receipt of the information, the PSAP forwards the ANI information to the ALI database over an existing data network, where it is then used to retrieve the stored station name, address and location information. The PSAP monitor then displays the station address and location information for handling by the emergency response personnel.

10.3.9.1.3 The PS/ALI capability consists of the ALI database updates and transport of PS/ALI calls to an E911 SR or to the appropriate PSAP.

10.3.9.2 PS/ALI Terms and Conditions

10.3.9.2.1 PS/ALI service is only available in areas where E911 is currently supported. PS/ALI is not available with Basic 911 service.

10.3.9.2.2 Spint or Sprint's PS/ALI End User Customer is responsible for establishing and maintaining the E911 database records for the PBX/Centrex/Centron. Sprint or Sprint's PS/ALI End User Customer shall provide the PBX/Centrex/Centron ALI information to Qwest's designated E911 database provider. PS/ALI information includes the name, address and location information for each station behind the PBX/Centrex/Centron. Qwest does not guarantee or confirm the accuracy of End User Customer provided information.

10.3.9.2.3 When the station user dials 911, the PBX/Centrex/Centron must be able to recognize the digits as a complete dialing code. (In some systems, it may be necessary to dial a single digit network access code before dialing 911, i.e., dial "9" to make a call outside of the Private Switch prior to dialing 911). The PBX/Centrex/Centron must provide a full seven (7) digit numbering system and the associated ANI for every station within the Private Switch. If the seven (7) digit number is not dialable, Sprint's PS/ALI End User Customer is responsible to identify the associated call back number to be populated in the database. PS/ALI Service is not available with Digital Switched Service (DSS). PS/ALI is available over Primary Rate Interface (PRI) trunks. If Sprint's PS/ALI End User Customer uses Integrated Service Digital Network – Primary Rate Interface (ISDN-PRI) to provide PS/ALI, special Centralized Automatic Accounting (CAMA) trunks are not required.

10.3.9.2.4 For PS/ALI resold service, Sprint shall meet the terms and conditions for Qwest's PS/ALI retail product.

10.3.9.3 PS/ALI Database Updates

10.3.9.3.1 Qwest's designated E911 database provider, an independent third party, will be responsible for maintaining the PS/ALI E911 database. Qwest's E911 database provider will provide Sprint's PS/ALI End User Customer with the specific PC based PS/ALI software requirements to access and update the ALI database with their station name, address and location information.

10.3.9.3.2 Sprint's PS/ALI End User Customer will provide the input and validation of station data directly into the ALI database. Sprint's PS/ALI End User Customer will provide station data to Qwest's ALI database provider that is Master Street Address Guide (MSAG) valid and utilizes National Emergency Number Association (NENA) guidelines. PS/ALI follows the NENA-02-010 Recommended Formats and Protocols For ALI Data Exchange, NENA-02-011 Recommended Data Standards for Local Exchange Carriers (LEC), ALI Service Providers and 911 Jurisdictions. Qwest will furnish Sprint with any variations to NENA recommendations required for PS/ALI database input.

10.3.9.4 PS/ALI Database Accuracy

10.3.9.4.1 PS/ALI database accuracy shall be measured jointly by the PSAPs and Qwest's database provider. The reports shall be forwarded to Sprint or Sprint's PS/ALI End User Customer by Qwest's database provider when relevant and will indicate incidents when incorrect or no ALI data is displayed. The responsible Party will take corrective action immediately.

10.3.9.4.2 Each Party providing PS/ALI updates to the E911 database will be responsible for the accuracy of its records.

10.3.9.5 PS/ALI Interconnection

10.3.9.5.1 When Sprint is Facilities based, it shall interconnect direct trunks from Sprint's network to the PSAP or the E911 tandem (Selective Router), in accordance with the terms and conditions identified in "E911 Interconnection". If technically capable, Sprint may route PS/ALI calls over Sprint's existing E911 Interconnection trunks. In some instances technical requirements may necessitate provisioning dedicated PS/ALI CAMA trunks between either Sprint's Switch and the E911 Selective Router or PSAP or between Sprint's PS/ALI End User Customer PBX/Centrex/Centron and the E911 Selective Router or PSAP. In these instances the dedicated PS/ALI ES CAMA trunks must comply with the terms and conditions of standard E911 Interconnection.

10.3.9.5.2 When Sprint is a reseller, or is using Unbundled Switching, Sprint's PS/ALI Customer is required to install a minimum of two (2) trunks for each main location listed where the PBX/Centrex/Centron resides on a End User Customer's premises to the 911 system. The dedicated PS/ALI ES CAMA trunks will comply with the terms and conditions of standard E911 Interconnection. PS/ALI service is available in some Qwest end offices over PRI trunks. If Sprint's

PS/ALI End User Customer uses ISDN PRI to provide PS/ALI, special CAMA trunks are not required. Dedicated circuits are not required for Centron service.

10.3.9.6 PS/ALI Rate Elements

10.3.9.6.1 Rates and charges for PS/ALI service will be assessed based on Sprint's specific requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for PS/ALI are:

10.3.9.6.2 Recurring Rates - ALI Service Features

10.3.9.6.2.1 Monthly recurring rate for ALI storage and retrieval (per 1,000 access lines served).

10.3.9.6.2.2 Monthly recurring rate for SR for routing to designated PSAP.

10.3.9.6.3 Nonrecurring Rates

10.3.9.6.3.1 A one time nonrecurring charge to set-up the PS/ALI account with the E911 database provider.

10.3.9.6.3.2 PS/ALI Resale.

10.3.9.6.3.3 Network Access Channel (NAC) per station location.

10.3.9.6.3.4 Channel Connection (CC) per station location.

10.3.9.6.3.5 Channel Performance (CP) per station location.

10.3.9.6.3.6 Channel Transmission (CTP) per station.

10.3.9.6.3.7 Transport Mileage – Interoffice mileage between different Serving Wire Centers and is composed of mileage bands based on a fixed or a per mile rate.

10.3.9.7 PS/ALI Ordering

10.3.9.7.1 Facilities-based CLEC – PS/ALI Ordering

10.3.9.7.1.1 Once all critical information has been obtained and agreed upon in the PS/ALI Joint Planning Meeting, Sprint's PS/ALI Interconnection arrangement will determine the ordering process to be followed. If Sprint is planning on routing PS/ALI traffic over an existing E911 ES trunk group, and capacity exists to handle the additional PS/ALI traffic, Sprint will not be required to issue any changes to the existing E911 Interconnection arrangement. If Sprint determines that a new dedicated PS/ALI ES trunk group is required to route PS/ALI traffic from Sprint Switch to the Qwest SR, Sprint will follow the process outlined in the PCAT E911 ordering section.

10.3.9.7.1.2 ALI service features may be ordered from Qwest or

directly from the third party database provider. If ordering from Qwest, Sprint will use the ASR process. If ordering directly from the third party provider, Sprint will need to establish service with the third party provider for the PS/ALI update, storage and retrieval capability.

10.3.9.7.2 Resale – PS/ALI Ordering

10.3.9.7.2.1 Orders for Resold PS/ALI are submitted using the Local Service Ordering Guidelines (LSOG) and should be placed via the Interconnect Mediated Access Graphical User Interface (IMA GUI) or Interconnect Mediated Access Electronic Data Interexchange (IMA EDI).

10.3.9.8 PS/ALI Billing

10.3.9.8.1 Upon completion of implementation of the PS/ALI service, Qwest will initiate PS/ALI nonrecurring and recurring Billing.

10.4 White Pages Directory Listings

10.4.1 Description

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

10.4.2 Terms and Conditions

10.4.2.1 Sprint will provide in standard format, by mechanized or by manual transmission to Qwest, its primary, premium and privacy listings. Qwest will accept one primary listing for each main telephone number belonging to Sprint's End User Customers at no charge.

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

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

10.4.2.4 If Sprint provides its End User Customer's listings to Qwest, Sprint grants Qwest access to Sprint's End User Customer listings information for use in its Directory Assistance Service, in its Directory Assistance List Information , and for other lawful purpose, except that Sprint's listings supplied to Qwest by Sprint and marked as nonpublished or nonlisted listings shall not be used for marketing purposes subject to the terms and conditions of this Agreement. Qwest will incorporate Sprint End User Customer listings in the Directory Assistance Database. Qwest will incorporate Sprint's

End User Customer listings information in all existing and future directory assistance applications developed by Qwest. Should Qwest cease to be a Telecommunications Carrier, by virtue of a divestiture, merger or other transaction, this access grant automatically terminates.

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

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

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

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

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

10.4.2.10 Sprint white pages listings will be in the same font and size as listings for Qwest End User Customers, and will not be separately classified.

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

10.4.2.12 Qwest shall ensure its third party publisher distributes appropriate alphabetical and classified directories (white and yellow pages) and recycling services to Sprint End User Customers at Parity with Qwest End User Customers, including providing directories a) upon establishment of new service; b) during annual mass distribution; and c) upon End User Customer request.

10.4.2.13 Sprint shall use commercially reasonable efforts to ensure that listings provided to Qwest are accurate and complete. All third party listings information is provided AS IS, WITH ALL FAULTS. Sprint further represents that it shall review all listings information provided to Qwest, including End User Customer requested restrictions on use, such as nonpublished and nonlisted restrictions.

10.4.2.14 Reserved for Future Use.

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

10.4.2.16 Sprint agrees to provide to Qwest its End User Customer names, addresses and telephone numbers in a standard mechanized format, as specified by Qwest.

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

10.4.2.18 Prior to placing listings orders on behalf of End User Customers, Sprint shall be responsible for obtaining, and have in its possession, Proof of Authorization (POA), as set forth in Section 5.3 of this Agreement.

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

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

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

10.4.2.22 Sprint is responsible for all dealings with, and on behalf of, Sprint's End User Customers, including:

10.4.2.22.1 All End User Customer account activity (e.g., End User Customer queries and complaints);

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

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

10.4.2.22.4 Any additional services requested by Sprint's End User Customers.

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

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

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

10.4.2.25 Qwest further agrees that any arrangements for the publication of white pages directory listings with an Affiliate or contractor shall require such Affiliate or contractor to include in the Customer guide pages of the white pages directory, a notice that End User Customers should contact their local service provider to request any modifications to their existing listing or to request a new listing.

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

10.4.3 Rate Elements

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

10.4.3.1 Primary Listings; and

10.4.3.2 Premium/Privacy Listings.

10.4.4 Ordering Process

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

10.4.4.2 Sprint listings can be submitted for inclusion in Qwest white pages directories according to the directions in the Qwest Listings User Documents for Facility-Based and Reseller CLECs, which is available on-line through the PCAT, (http//www.qwest.com//wholesale/) or will be provided in hard copy to Sprint upon request. Initial information and directions are available in PCAT.

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

10.5 Directory Assistance

10.5.1 Description

10.5.1.1 Directory Assistance Service is a telephone number, voice information service that Qwest provides to its own End User Customers and to other Telecommunications Carriers. Qwest provides Sprint non-discriminatory access to Qwest's directory assistance centers, services and Directory Assistance Databases. There are three (3) forms of Directory Assistance Services available pursuant to this Agreement -- Directory Assistance Service, Directory Assistance List Services, and Directory Assistance Database Service. These services are available with Sprint-specific branding, generic branding and Directory Assistance Call Completion Link options.

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

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

10.5.1.1.1.2 National Directory Assistance Service -- Allows Sprint's End User Customers to receive listings from Qwest's Local Directory Assistance Database and from the database of the National Directory Assistance Services vendor selected by Qwest. National Directory Assistance Service includes Local Directory Assistance Service.

10.5.1.1.1.3 Call Branding Service – Allows Sprint's End User Customers to receive the service options listed in 10.5.1.1.1.1 and 10.5.1.1.1.2 branded with the brand of Sprint, where Technically Feasible or with a generic brand. Call Branding announces Sprint's name to Sprint's End User Customer at the start and completion of the call. Call Branding is an optional service available to Sprint.

a) Front End Brand -- Announces Sprint's name to Sprint's End User Customer at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

b) Back End Brand -- Announces Sprint's name to Sprint's End User Customer at the completion of the call. There is a nonrecurring charge to setup and record the Back End Brand message.

c) There is a nonrecurring charge to load Sprint's branded message in each Switch.

d) Qwest will record Sprint's branded message.

10.5.1.1.1.4 Call Completion Link allows Sprint's End User Customers' calls to be returned to Sprint for completion on Sprint's network, where available. There is a recurring charge per call.

10.5.1.1.2 Directory Assistance List Service -- Directory Assistance List Service is the access to Qwest's directory listings for subscribers within Qwest's fourteen (14) states for the purpose of providing Directory Assistance Service to its local exchange End User Customer Customers subject to the terms and conditions of this Agreement. See Section 10.6 for terms and conditions relating to the Directory Assistance List Services.

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

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

10.5.2 Terms and Conditions

10.5.2.1 Qwest will provide Sprint non-discriminatory access to Qwest's Directory Assistance Databases, directory assistance centers and personnel to provide Directory Assistance Service.

10.5.2.2 Qwest's Directory assistance database contains only those published and non-listed telephone number listings obtained by Qwest from its own End User Customers and other Telecommunications Carriers.

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

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

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

10.5.2.6 Call Completion Link requires dedicated interoffice facilities.

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

10.5.2.8 A Reseller CLECs' End User Customer Customers may use the same dialing pattern to access Directory Assistance Service as used by Qwest's End User Customer Customers (i.e., 411, 1+411, or 1+NPA+555-1212).

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

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

10.5.2.10.1 In accordance with Section 18, Sprint may request a comprehensive audit of Qwest's use of Sprint's directory assistance listings. In addition to the terms specified in Section 18, the following also apply: as used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the directory assistance listings provided hereunder and such other Party's performance of its obligations under this Agreement. Sprint may perform up to two (2) audits per twelve (12) month period commencing with the effective date of this Agreement of Qwest's use of Sprint's directory assistance listings in Qwest's Directory Assistance Service. Sprint shall be entitled to "seed" or specially code some or all of the directory assistance listings that it provides hereunder in order to trace such information during an Audit and ensure compliance with the disclosure and use restrictions set forth in this Agreement.

10.5.2.11 Qwest shall use Sprint's Directory Assistance listings supplied to Qwest by Sprint under the terms of this Agreement solely for the purposes of providing Directory Assistance Service and for providing Directory Assistance List Information to Directory Assistance providers, and for other lawful purposes, except that Sprint's directory assistance listings supplied to Qwest by Sprint and marked as nonpublished or nonlisted listings shall not be used for marketing purposes.

10.5.3 Rate Elements

The following rate elements apply to Directory Assistance Service and are contained in Exhibit A of this Agreement.

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

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

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

10.5.4 Ordering Process

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

10.5.5 Billing

10.5.5.1 Qwest will track and bill Sprint for the number of calls placed to Qwest's Directory Assistance service by Sprint's End User Customers as well as for the number of requests for Call Completion Link.

10.5.5.2 For purposes of determining when Sprint is obligated to pay the per call rate, the call shall be deemed made and Sprint shall be obligated to pay when the call is received by the Operator Services Switch. An End User Customer may request and receive no more than two (2) telephone numbers per Directory Assistance call. Qwest will not credit, rebate or waive the per call charge due to any failure to provide a telephone number.

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

10.6 Directory Assistance List

10.6.1 Description

10.6.1.1 Directory Assistance List (DA List) Information consists of name, address and telephone number information for all End User Customers of Qwest and other LECs that are contained in Qwest's Directory Assistance Database and, where available, related elements required in the provision of Directory Assistance Service to Sprint's End User Customers. No prior authorization from Sprint shall be required for Qwest to sell, make available, or release Sprint's End User Customer Directory Assistance listings to Directory Assistance providers. In the case of End User Customers who have non-published listings, Qwest shall provide the End User Customer's local numbering plan

area (NPA), address, and an indicator to identify the non-published status of the listing to Sprint; however, Qwest will not provide the non-published telephone number.

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

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

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

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

10.6.2 Terms and Conditions

10.6.2.1 Qwest grants to Sprint, as a competing provider of telephone Exchange Service and telephone toll service, access to the Directory Assistance List Information: Option 1) solely for the purpose of providing Directory Assistance Services or Option 2) for purposes of providing Directory Assistance Services and for other lawful purposes, except that listings included in Qwest's Directory Assistance List information and marked as nonpublished or nonlisted listings, or listings marked with an "omit from lists" indicator shall not be used for marketing purposes, subject to the terms and conditions of this Agreement. Sprint will advise Qwest when it orders Qwest's Directory Assistance List Information, whether it chooses Option 1 or 2. As it pertains to the use of Directory Assistance List Information in this Agreement, "Directory Assistance Service" shall mean the provision, by Sprint via a live operator or a mechanized system, of telephone number and address information for an identified telephone service End User Customer or the name and/or address of the telephone service End User Customer for an identified telephone number. Should Sprint cease to be a Telecommunications Carrier, a competing provider of telephone Exchange Service or telephone toll service, this access grant automatically terminates.

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

10.6.2.2 Sprint will obtain and timely enter into its Directory assistance database daily updates of the DA List Information, will implement quality assurance procedures such as random testing for DA listing accuracy, and will identify itself to End User

Customers calling its DA service either by company name or operating company number so that End User Customers have a means to identify with whom they are dealing.

10.6.2.3 Reserved for Future Use.

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

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

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

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

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

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

10.6.2.8.1 As used herein, "Audit" shall mean a comprehensive review of the other Party's delivery and use of the DA List Information provided hereunder

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

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

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

10.6.2.10 Qwest will provide a non-discriminatory process and procedure for contacting End User Customers with non-published telephone numbers in emergency situations for non-published telephone numbers that are included in Qwest's Directory Assistance Database. Such process and procedure will be available to Sprint for Sprint's use when Sprint provides its own DA and purchases Qwest's Directory Assistance List product.

10.6.3 Rate Elements

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

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

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

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

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

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

10.6.4 Ordering

10.6.4.1 Sprint may order the initial DA List Information load or update files for Qwest's local Exchange Service areas in its 14 state operating territory or, where Technically Feasible, Sprint may order the initial DA List Information load or update files by Qwest White Page Directory Code or NPA.

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

10.6.4.3 Sprint shall use the Directory Assistance List Order Form found in the PCAT.

10.7 Toll and Assistance Operator Services

10.7.1 Description

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

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

10.7.1.1.2 IntraLATA Toll Assistance. Qwest will direct Sprint's End User Customer to contact its provider to complete InterLATA toll calls. Nothing in this Section is intended to obligate Qwest to provide any toll services to Sprint or Sprint's End User Customers.

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

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

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

10.7.1.1.6 Quote Service – Provide time and charges to hotel/motel and other Sprint End User Customers for guest/account identification.

10.7.2 Terms and Conditions

10.7.2.1 For facility-based CLECs, Interconnection to Qwest's Operator Services Switch is Technically Feasible at two (2) distinct points on the Trunk Side of the Switch. The first connection point is an operator services trunk connected directly to the Qwest Operator Services host Switch. The second connection point is an operator services trunk connected directly to a remote Qwest Operator Services Switch.

10.7.2.2 Trunk Provisioning and facility ownership must follow Qwest guidelines.

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

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

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

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

10.7.2.7 Qwest will perform Operator Services in accordance with operating methods, practices, and standards in effect for all its End User Customers. Qwest will respond to Sprint's End User Customer calls to Qwest's operator services according to the same priority scheme as it responds to Qwest's End User Customer calls. Calls to Qwest's operator services are handled on a first come, first served basis, without regard to whether calls are originated by Sprint or Qwest End User Customers.

10.7.2.8 Qwest will provide operator services to Sprint where Technically Feasible and facilities are available. Qwest may from time-to-time modify and change the nature, extent, and detail of specific operator services available to its retail End User Customers, and to the extent it does so, Qwest will provide forty-five (45) Days advance written notice to Sprint of such changes.

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

10.7.2.10 Call Branding is an optional service available to Sprint. Call Branding announces Sprint's name to Sprint's End User Customer at the start of the call and at the completion of the call. If Sprint selects the Call Branding option, Qwest will provide Call Branding to Sprint where Technically Feasible.

a) Front End Brand – Announces Sprint's name to Sprint's End User

Customer at the start of the call. There is a nonrecurring charge to setup and record the Front End Brand message.

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

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

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

10.7.2.13 Sprint's End User Customers may dial "0" or "0+" to access Qwest operator services. When Sprint is facility-based, Sprint may choose to have its End User Customers access Qwest operators by dialing a unique number or by using the same dialing pattern as Qwest End User Customers.

10.7.3 Rate Elements

Qwest toll and assistance operator services are offered under two (2) pricing options. Option A offers a per message rate structure. Option B offers a work second and a per call structure. Applicable recurring and nonrecurring rate elements are detailed below and in Exhibit A of this Agreement.

10.7.3.1 Option A - Operator Services Rate Elements

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

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

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

10.7.3.1.4 Person Call – For each completed person to person call regardless of the Billing used by the End User Customer.

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

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

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

10.7.3.1.8 Operator Assistance – For each EAS/local call, whether

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

10.7.3.1.9 "Completed call" as used in this Section shall mean that the End User Customer makes contact with the location, telephone number, person or extension designated by the End User Customer.

10.7.3.2 Option B - Per Work Second and Computer Handled Calls

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

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

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

10.7.4 Ordering Process

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

10.7.5 Billing

10.7.5.1 Qwest will track usage and bill Sprint for the calls placed by Sprint's End User Customers and facilities.

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

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

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

10.8.1 Description

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

10.8.1.1.1 The term pole attachment means any attachment by Sprint to a pole owned or controlled by Qwest.

10.8.1.2 Ducts and Conduits – Where it has ownership or control to do so, Qwest will provide Sprint with access to available ducts/conduits for the purpose of placing facilities for transmitting Telecommunications Services. A spare duct/conduit will be leased for copper facilities only, and an innerduct for the purpose of placing fiber. Sprint may place innerduct in an empty duct/conduit. Control of Sprint-installed spare innerduct shall vest in Qwest immediately upon installation; ownership of such innerduct shall vest to Qwest if and when Sprint abandons such innerduct. Within a multiple tenant environment (MTE), duct may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.

10.8.1.2.1 The terms duct and conduit mean a single enclosed raceway for conductors, cable and/or wire. Duct and conduit may be in the ground, may follow streets, bridges, public or private ROW or may be within some portion of a multi-unit building. Within a multi-unit building, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser. The terms duct and conduit include riser conduit.

10.8.1.2.2 The term innerduct means a duct-like raceway smaller than a duct/conduit that is inserted into a duct/conduit so that the duct may typically carry three (3) cables.

10.8.1.3 Rights of Way (ROW) – Where it has ownership or control to do so, Qwest will provide to Sprint, via an Access Agreement in the form of Attachment 4 to Exhibit D, access to available ROW for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by Qwest and may run under, on, above, across, along or through public or private property or enter multi-unit buildings.

10.8.1.3.1 ROW means a real property interest in privately-owned real property, but expressly excluding any public, governmental, federal or Native American, or other quasi-public or non-private lands, sufficient to permit Qwest to

place Telecommunications facilities on such real property; such property owner may permit Qwest to install and maintain facilities under, on, above, across, along or through private property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by Qwest as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.

10.8.1.4 Reserved For Future Use.

10.8.1.5 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to Qwest through express or implied agreements, or through Applicable Rules as defined in this Agreement.

10.8.2 Terms and Conditions

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

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

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

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

10.8.2.4 Sprint shall provide access to a map of the requested poles/duct/innerduct/ROW route, including estimated distances between major points, the identification and location of the poles/duct/innerduct and ROW and a description of Sprint's facilities Qwest agrees to provide to Sprint access to relevant plats, maps, engineering records and other data within ten (10) business days of receiving a bona fide request for such information, except in the case of extensive requests. Extensive requests involve the gathering of plats from more than one (1) location, span more than five (5) Wire Centers, or consist of ten (10) or more intra-Wire Center requests submitted simultaneously. Responses to extensive requests will be provided within a reasonable interval, not to exceed forty-five (45) calendar Days.

10.8.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel Qwest to construct, install, modify or place any poles/duct/innerduct or other facility for use by Sprint. If the Parties agree to construct or modify poles or underground conduit structure for their mutual benefit, the Parties will each pay a proportionate share of the costs.

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

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

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

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

10.8.2.10 Replacement/Modification/Installation - If Sprint requests Qwest to replace or modify existing poles/duct/innerduct to increase its strength or capacity for the sole benefit of Sprint, Sprint shall pay Qwest the total actual replacement cost, Qwest's actual cost to transfer its attachments to new poles/duct/innerduct, as necessary, and the actual cost for removal (including actual cost of destruction) of the replaced poles/duct/innerduct, if necessary. Ownership of new poles/duct/innerduct shall vest to Qwest.

10.8.2.10.1 Upon request, Qwest shall permit Sprint to install poles/duct/innerduct. Qwest reserves the right to reject any non-conforming replacement pole/duct/conduit installed by Sprint that do not conform to the

NESC, OSHA or local ordinances.

10.8.2.10.2 To the extent that a modification is incurred for the benefit of multiple parties, Sprint shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities of Sprint to the total amount of space occupied by all Parties including Qwest or its Affiliates participating in the modification. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification. Sprint, Qwest or any other party that uses a modification as an opportunity to bring its facilities into compliance with applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. Attaching entities will not be responsible for sharing in the cost of governmentally mandated pole or other facility modification. Qwest does not and will not favor itself over other Carriers when Provisioning access to poles, innerduct and rights-of-way.

10.8.2.10.3 The modifying Party or parties may recover a proportionate share of the modification costs from parties that later are able to obtain access as a result of the modification. The proportionate share of the subsequent attacher will be reduced to take account of depreciation to the pole or other facility that has occurred since the modification. The modifying Party or parties seeking to recover modification costs from parties that later obtain attachments shall be responsible for maintaining all records regarding modification costs. Qwest shall not be responsible for maintaining records regarding modification costs on behalf of attaching entities.

10.8.2.11 Notification of modifications initiated by or on behalf of Qwest and at Qwest's expense shall be provided to Sprint at least sixty (60) calendar Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If Sprint does not respond to a requested rearrangement of its facilities within sixty (60) Days after receipt of written notice from Qwest requesting rearrangement, Qwest may perform or have performed such rearrangement and Sprint may be required to pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/duct/innerduct completed at Qwest's expense.

10.8.2.12 Qwest reserves the right to make an on-site/final construction inspection of Sprint's facilities occupying the poles/duct/innerduct system, and Qwest shall bear the cost of such inspection, unless the costs of final inspections and inspections which are necessary due to the existence of non-complying conditions or unauthorized occupancy shall be assessed to Sprint.

10.8.2.13 When final construction inspection by Qwest has been completed, Sprint shall correct such non-complying conditions within the reasonable period of time specified by Qwest in its written notice. If corrections are not completed within the specified reasonable period, occupancy authorizations for the ROW, poles/duct/innerduct system where non-complying conditions remain uncorrected shall suspend forthwith, regardless of whether Sprint has energized the facilities occupying said poles/duct/innerduct or ROW system and Sprint shall remove its facilities from said poles/duct/innerduct or ROW in accordance with the provisions of this Section, provided, however, if the corrections physically cannot be made within such specified time, and

Sprint has been diligently prosecuting such cure, Sprint shall be granted a reasonable additional time to complete such cure. Qwest may deny further occupancy authorization to Sprint until such non-complying conditions are corrected or until Sprint's facilities are removed from the poles/duct/innerduct system where such non-complying conditions exist. If agreed between both Parties, Qwest shall perform or have performed such corrections and Sprint shall pay Qwest the actual cost of performing such work. Subsequent inspections to determine if appropriate corrective actions have been taken may be made by Qwest.

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

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

10.8.2.16 Final construction, subsequent, and periodic inspections or the failure to make such inspections, shall not relieve Sprint of any responsibilities, obligations, or liability assigned under this Agreement.

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

10.8.2.18 If Qwest terminates an order for cause, or if Sprint terminates an order without cause, subject to 10.8.4.4.4, Sprint shall pay termination charges equal to the amount of fees and charges remaining on the terminated order(s) and shall remove its facilities from the poles/duct/innerduct within sixty (60) calendar Days, or cause Qwest to remove its facilities from the poles/duct/innerduct at Sprint's expense; provided, however, that Sprint shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until Sprint's facilities are physically removed. "Cause" as used herein shall include Sprint's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to Qwest's poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which Qwest conveys a right of access to the ROW to Sprint, or (b) the instrument granting the original ROW to Qwest or its predecessor.

10.8.2.19 Qwest may abandon or sell any poles/innerduct, duct/conduit or ROW at any time by giving written notice to Sprint. Any poles, innerduct, duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of Sprint. Upon abandonment of poles/innerduct, duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, Sprint shall, within sixty (60) calendar Days of such notice, either:

1) continue to occupy the poles/innerduct, duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/innerduct, duct/conduit, or ROW is purchased by another party; 2) purchase the poles/innerduct, duct/conduit or ROW from Qwest at the current market value; or 3) remove its facilities therefrom. Failure to explicitly elect one of the foregoing options within sixty (60) calendar Days shall be deemed an election to purchase the poles/innerduct, duct/conduit or ROW at the current market value if no other party purchased the poles/innerduct, duct/conduit or ROW within this sixty (60) Day period.

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

10.8.2.21 Under the provisions of this Agreement, if Qwest should remove Sprint's facilities from the poles/duct/innerduct pursuant to any Sprint order, Qwest will deliver the facilities removed upon payment by Sprint of the cost of removal, storage and delivery, and all other amounts due Qwest. If Sprint removes facilities from poles/duct/innerduct for other than repair or maintenance purposes, no replacement on the poles/ duct/innerduct shall be made until all outstanding charges due Qwest for previous occupancy have been paid in full. Sprint shall advise Qwest in writing as to the date on which the removal of facilities from the poles/duct/innerduct has been completed.

10.8.2.22 If any facilities are found attached to poles/duct/innerduct for which no order is in effect, Qwest, without prejudice to its other rights or remedies under this Agreement, may assess a charge and Sprint agrees to pay the lesser of (a) the annual fee per pole or per innerduct run between two (2) manholes for the number of years sine the most recent inventory, or (b) five times the annual fee per pole or per innerduct run between two (2) manholes. In addition, Sprint agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized Sprint attachments. Qwest shall waive half the unauthorized attachment fee if the following conditions are met: (1) Sprint cures such unauthorized attachment (by removing it or submitting a valid Order for the attachment in the form of Attachment 2 of Exhibit D), within thirty (30) days of written notification from Qwest of the unauthorized attachment; and (2) the unauthorized attachment did not require Qwest to take curative measures itself (e.g., pulling additional innerduct) prior to cure by Sprint, (3) Sprint reimburses Qwest for cost of audit, or portion thereof, which discovered the unauthorized attachment. Qwest shall also waive the unauthorized attachment fee if the unauthorized attachment arose due to error by Qwest rather than Sprint. Sprint is required to submit in writing, within ten (10) business days after receipt

of written notification from Qwest of the unauthorized occupancy, a poles/duct/innerduct application. If such application is not received by Qwest within the specified time period, Sprint will be required to remove its unauthorized facility within thirty (30) calendar Days of the final date for submitting the required application, or Qwest may remove Sprint's facilities without liability, and the cost of such removal shall be borne by Sprint.

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

10.8.2.24 Qwest will provide Sprint non-discriminatory access to poles, innerducts, ducts/conduits and ROW pursuant to 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event of a conflict between this Agreement, on one hand, and 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern. Further, in the event of a conflict between Exhibit D, on one hand, and this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224, on the other, this Agreement or 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224 shall govern, provided however, that any Access Agreement (Exhibit D, Attachment 4) that has been duly executed, acknowledged and recorded in the real property records for the county in which the ROW is located shall govern in any event pursuant to its terms.

10.8.2.25 Nothing in this Agreement shall require Qwest to exercise eminent domain on behalf of Sprint.

10.8.2.26 Qwest will not enter into ROW agreements for the provision of Telecommunications Services, including agreements relating to ROW within multiple tenant environments, that preclude Sprint from using ROW over which Qwest has ownership or control. Upon Sprint's request, Qwest will certify to a landowner with whom Qwest has an ROW agreement, the following:

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

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

10.8.2.27 For purposes of permitting Sprint to determine whether Qwest has ownership or control over duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if Sprint requests a copy of an agreement between Qwest and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants Qwest access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, Qwest will provide the agreement to Sprint pursuant to the terms of this Section. Sprint will submit a completed Attachment 1.A from Exhibit D that identifies a specific multiple tenant environment or route for each agreement.

10.8.2.27.1 Upon receipt of a completed Attachment 1.A, Qwest will prepare and return an MTE information matrix, within ten (10) Days, which will identify (a) the owner of the multi-dwelling unit as reflected in Qwest's records, and (b) whether or not Qwest has a copy of an agreement that provides Qwest access to the multi-dwelling unit in its possession. If Qwest has a copy of the agreement, Qwest will provide the agreement to Sprint at the same time it provides the matrix to Sprint. Qwest makes no representations or warranties regarding the accuracy of its records, and Sprint acknowledges that the original property owner may not be the current owner of the property.

10.8.2.27.2 Qwest grants a limited waiver of any confidentiality rights it may have with regards to the content of the agreement, subject to the terms and conditions in Section 10.8.2.27.3 and the Consent to Disclosure form. Qwest will provide to Sprint a copy of an agreement listed in the MTE information matrix that has not been publicly recorded after Sprint obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement. In lieu of submission of the Consent to Disclosure form, Sprint must comply with the indemnification requirements in Section 10.8.4.1.3.

10.8.2.27.3 As a condition of its limited waiver of its right to confidentiality in an agreement that provides Qwest access to a multi-dwelling unit that Qwest provides to Sprint or that Sprint obtains from the multi-dwelling unit owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to Sprint and shall require that the multi-dwelling unit owner or operator make similar redaction's prior to disclosure of the agreement.

10.8.2.27.4 In all instances, Sprint will use agreements only for the following purposes: (a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the property described in the agreement and the scope of such ownership or control; (b) to determine the ownership of wire within the property described in the agreement; (c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the property described in the agreement. Sprint further agrees that Sprint shall not disclose the contents, terms, or conditions of any agreement provided pursuant to Section 10.8 to any Sprint agents or employees engaged in sales, marketing, or product management efforts on behalf of Sprint.

10.8.3 Rate Elements

Qwest fees for attachments are in accordance with Section 224 of the Act and FCC orders, rules and regulations promulgated thereunder, as well as the rates established by the Commission including the following rates, are reflected in Exhibit A.

10.8.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to determine the information necessary to create the ROW matrix, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded)

and the MTE matrix, which identifies each requested legal agreement between Qwest and a third party who has a multi-unit building in Qwest's possession that relates to Telecommunications Services provided to or through real property owned by the third party (MTE Agreement) and, for each such MTE Agreement, the name of the third party. Separate Inquiry Fees apply for ROW, poles and duct/conduit /innerduct.

10.8.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles and duct/innerduct, the Field Verification Fee is a non-refundable pre-paid charge which recovers the estimated actual costs, pursuant to 10. 8.4.4.3, for a field survey verification required for a route and to determine scope of any required Make-Ready work. Separate Field Verification Fees apply for poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by Sprint. Field Verification and Access Agreement Preparation Fees shall be billed in advance.

10.8.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct , this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For pole attachment requests, this could include, but is not limited to, the replacement of poles to meet required clearances over roads or land. For ROW, this Make-Ready could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work refers to legal or other investigation or analysis arising out of Sprint's failure to comply with the process described in Exhibit D for ROW, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance.

10.8.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one foot of pole space (except for antenna attachment which requires two (2) feet). This fee shall be annual unless Sprint requests that it be semi-annual.

10.8.3.5 Innerduct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an innerduct on a per foot basis. This fee shall be annual unless Sprint requests that it be semi-annual.

10.8.3.6 Access Agreement Consideration. A pre-paid fee which constitutes consideration for conveying access to the ROW to Sprint. This fee shall be a one-time (i.e. nonrecurring) fee.

10.8.4 Ordering

There are two (2) steps required before placing an Order for access to ROW, duct/innerduct and pole attachment: Inquiry Review and Field Verification.

10.8.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, pole attachment or duct/innerduct occupancy, Qwest will provide Sprint with Exhibit D. Sprint will review the documents and provide Qwest with maps of the desired area indicating the routes and entrance points for proposed attachment, proposed occupancy or proposed Sprint construction on Qwest owned or controlled poles, duct/innerduct and

ROW as well as the street addresses of any multi-unit buildings upon or through which Sprint proposes construction on ROW owned or controlled by Qwest. Sprint will include the appropriate Inquiry Fee, as described in Section 10.8.3.1, with a completed Attachment 1.A from Exhibit D.

10.8.4.1.1 Inquiry Review – Duct/Conduit/Innerduct. Qwest will complete the database inquiry and prepare a duct/conduit structure diagram (referred to as a "Flatline") which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to Sprint within ten (10) calendar Days or within the time frames of the applicable federal or state law, rule or regulation.

10.8.4.1.2 Inquiry Review – Poles. Qwest will provide the name and contact number for the appropriate local field engineer for joint validation of the poles and route and estimated costs for field verification on Attachment 1.B of Exhibit D within ten (10) calendar Days of the request.

10.8.4.1.3 Inquiry Review – ROW. Qwest shall, upon request of Sprint, provide the ROW matrix, the MTE matrix and a copy of all publicly recorded agreements listed in those matrices to Sprint within ten (10) Days of the request. Qwest will provide to Sprint a copy of agreements listed in the matrices that have not been publicly recorded if Sprint obtains authorization for such disclosure from the third party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which is included in Exhibit D, Attachment 4. Qwest may redact all dollar figures from copies of agreements listed in the matrices that have not been publicly recorded that Qwest provides to Sprint. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. Alternatively, in order to secure any agreement that has not been publicly recorded, Sprint may provide a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to Sprint. In that event, Sprint shall not be required to provide an executed Consent to Disclosure form. Qwest makes no warranties concerning the accuracy of the information provided to Sprint; Sprint expressly acknowledges that Qwest's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by Qwest.

10.8.4.2 Field Verification – Poles Duct/Innerduct and Access Agreement Preparation (ROW). Sprint will review the inquiry results and determine whether to proceed with field verification for poles/ducts or Access Agreement preparation for ROW. If field verification or Access Agreement preparation is desired, Sprint will sign and return Attachment 1.B of Exhibit D along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee) plus $10.00 per Access Agreement as consideration for the Access Agreement. Upon payment of the relevant fee and Access Agreement consideration, if applicable, Qwest will provide, as applicable: depending on whether the request is for poles, duct/innerduct or ROW: (a) in the case of innerduct/duct/conduit, a field survey and site investigation of the innerduct/duct/conduit, including the preparation of distances and drawings, to determine availability of existing innerduct/duct/conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and,

the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by Qwest. Upon completion of the Access Agreement(s) by Sprint, in accordance with the instructions, terms and conditions set forth in Exhibit D, the Access Agreement becomes effective to convey the interest identified in the Access Agreement (if any). Any dispute regarding whether a legal agreement conveys a ROW shall be resolved between Sprint and the relevant third party or parties, and such disputes shall not involve Qwest; and/or (c) In the case of poles, estimates of Make-Ready costs and the annual recurring prices associated with the attachment of facilities shall be as provided in Exhibit A. The verification of (a), (b), and (c), above, shall be completed by Qwest not later than forty-five (45) calendar Days after Sprint's submission of the inquiry request. Make-ready time, if any, and Sprint review time is not part of the forty-five (45) Day interval. The Attachment 2 quotation shall be valid for ninety (90) calendar Days.

10.8.4.2.1 CLEC-Performed Field Verification. At the option of Sprint, it may perform its own field verification (in lieu of Qwest performing same) with the following stipulations: 1) Verifications will be conducted by a Qwest approved contractor; 2) A Qwest contractor will monitor the activity of Sprint contractor and a current labor rate will be charged to Sprint; 3) Sprint will provide Qwest with a legible copy of manhole butterfly drawings that reflect necessary Make-Ready effort; and 4) Qwest will use the Sprint-provided butterfly drawings and documentation to check against existing jobs and provide a final field report of available duct/innerduct. Sprint will be charged standard rates for Tactical Planner time.

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

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

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

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

10.8.4.4.3 If the actual Make-Ready costs are less than the estimate paid by Sprint, Qwest will issue Sprint an appropriate credit for the difference. Such

credit will generally be issued within ten (10) business days of Qwest's receipt of all records related to such actual costs, but no later than ninety (90) calendar Days following receipt of all records.

10.8.4.4.4 If Sprint cancels or if, due to circumstances unforeseen during inquiry or verification, Qwest denies the request for poles, ducts or ROW, Qwest will refund the difference between the actual inquiry fee/ verification fee/ Make-Ready costs incurred and the fee prepaid by Sprint, if any. Any such refund shall be made within ten (10) business days of Qwest's receipt of all records relating to the actual costs, but no later than ninety (90) calendar Days following the denial.

10.8.5 Billing

Sprint agrees to pay the following non-refundable fees in advance as specified in Attachments 1.A, 1.B, and 2 of Exhibit D: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Duct/Innerduct Occupancy Fee and Access Agreement Consideration. Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines. Usage fees for poles/duct/innerduct (i.e., Pole Attachment Fee and Duct/Innerduct Occupancy Fee) will be assessed on an annual basis (unless Sprint requests a semi-annual basis). Annual usage fees for poles/duct/innerduct will be assessed as of January 1 of each year. Semi-annual usage fees for poles/duct/innerduct will be assessed as of January 1 and July 1 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are not refundable except as expressly provided herein.

10.8.6 Maintenance and Repair

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

Section 11.0 - NETWORK SECURITY

11.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.

11.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Sprint is responsible for covering its employees on such security requirements and penalties.

11.3 The Parties' Telecommunications networks are part of the national security network, and as such, are protected by federal law. Deliberate sabotage or disablement of any portion of the underlying equipment used to provide the network is a violation of federal statutes with severe penalties, especially in times of national emergency or state of war. The Parties are responsible for covering their employees on such security requirements and penalties.

11.4 Qwest and Sprint share responsibility for security and network protection for each Collocation arrangement. Each Party's employees, agents or representatives must secure its own portable test equipment, spares, etc. and shall not use the test equipment or spares of other parties. Use of such test equipment or spares without written permission constitutes theft and may be prosecuted. Exceptions are the use of Qwest ladders in the Wire Center, either rolling or track, which Sprint may use in the course of work operations. Qwest assumes no liability to Sprint, its agents, employees or representatives, if Sprint uses a Qwest ladder available in the Wire Center.

11.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc. must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.

11.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.

11.7 Each Party shall comply at all times with Qwest security and safety procedures and requirements while performing work activities on Qwest's Premises.

11.8 Qwest will allow Sprint to inspect or observe spaces which house or contain Sprint equipment or equipment enclosures at any time and to furnish Sprint with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured Sprint space, in a manner consistent with that used by Qwest.

11.9 Qwest will limit the keys used in its keying systems for enclosed collocated spaces which contain or house Sprint equipment or equipment enclosures to its employees and representatives to emergency access only. Sprint shall further have the right to change locks where deemed necessary for the protection and security of such spaces.

11.10 Keys may entail either metallic keys or combination electronic ID/key cards. It is solely the responsibility of Sprint to ensure keys are not shared with unauthorized personnel and recover keys and electronic ID/keys promptly from discharged personnel, such that office security is always maintained. Qwest has similar responsibility for its employees.

11.11 Sprint will train its employees, agents and vendors on Qwest security policies and guidelines.

11.12 When working on Qwest ICDF Frames or in Qwest's common or Sprint equipment line-ups, Qwest and Sprint employees, agents and vendors agree to adhere to Qwest quality and performance standards provided by Qwest and as specified in this Agreement.

11.13 Sprint shall report all material losses to Qwest Security. All security incidents are to be referred directly to local Qwest Security – 1-888-879-7328. In cases of emergency, Sprint shall call 911 and 1-888- 879-7328.

11.14 Qwest and Sprint employees, agents and vendors will display the identification/access card above the waist and visible at all times.

11.15 Qwest and Sprint shall ensure adherence by their employees, agents and vendors to all applicable Qwest environmental health and safety regulations. This includes all fire/life safety matters, OSHA, EPA, Federal, State and local regulations, including evacuation plans and indoor air quality.

11.16 Qwest and Sprint employees, agents and vendors will secure and lock all doors and gates.

11.17 Sprint will report to Qwest all property and equipment losses immediately, any lost cards or keys, vandalism, unsecured conditions, security violations, anyone who is unauthorized to be in the work area or is not wearing the Qwest identification/access card.

11.18 Qwest and Sprint's employees, agents and vendors shall comply with Qwest Central Office fire and safety regulations, which include but are not limited to, wearing safety glasses in designated areas, keeping doors and aisles free and clean of trip hazards such as wire, checking ladders before moving, not leaving test equipment or tools on rolling ladders, not blocking doors open, providing safety straps and cones in installation areas, using electrostatic discharge protection, and exercising good housekeeping.

11.19 Smoking is not allowed in Qwest buildings, Wire Centers, or other Qwest facilities. No open flames shall be permitted anywhere within the buildings, Wire Centers or other facilities. Failure to abide by this restriction may result in denial of access for that individual and may constitute a violation of the access rules, subjecting Sprint employee, agent or vendor to denial of unescorted access. Qwest shall provide written notice within five (5) calendar Days of a Sprint violation of this provision to Sprint prior to denial of access and such notice shall include: 1) identification of the violation of this provision and the personnel involved, 2) identification of the safety regulation violated, and 3) date and location of such violation. Sprint

will have five (5) calendar Days to remedy any such violation for which it has received notice from Qwest. In the event that Sprint fails to remedy any such violation of which it has received notice within such five (5) calendar Days following receipt of such notice, Sprint shall be denied unescorted access to the affected Premises. In the event Sprint disputes any action Qwest seeks to take or has taken pursuant to this provision, Sprint may pursue immediate resolution by expedited Dispute Resolution.

11.20 No flammable or explosive fluids or materials are to be kept or used anywhere within the Qwest buildings or on the grounds.

11.21 No weapons of any type are allowed on Qwest Premises. Vehicles on Qwest property are subject to this restriction as well.

11.22 Except as otherwise provided in this Agreement, Sprint's employees, agents or vendors may not make any modifications, alterations, additions or repairs to any space within the building or on the grounds, provided, however, nothing in Section 11 shall prevent Sprint, its employees or agents from performing modifications, alterations, additions or repairs to its own equipment or facilities.

11.23 Qwest employees may request Sprint's employees, agents or vendors to stop any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the Qwest Premises, Qwest equipment or Qwest services within the facility until the situation is remedied. Sprint employees may report any work activity that in their reasonable judgment is a jeopardy to personal safety or poses a potential for damage to the building, Sprint equipment or Sprint services within the facility, to Qwest Service Assurance (800-713-3666) and the reported work activity will be immediately stopped until the situation is remedied. In the event such non-compliant activity occurs in a Qwest Central Office, notification of the non-compliant activity may be made to the Central Office supervisor, and the Central Office supervisor shall immediately stop the reported work activity until the situation is remedied. The compliant Party shall provide immediate notice of the non-compliant work activity to the non-compliant Party and such notice shall include: 1) identification of the non-compliant work activity, 2) identification of the safety regulation violated, and 3) date and location of safety violation. If such non-compliant work activities pose an immediate threat to the safety of the other Party's employees, interference with the performance of the other Party's service obligations, or pose an immediate threat to the physical integrity of the other Party's facilities, the compliant Party may perform such work and/or take action as is necessary to correct the condition at the non-compliant Party's expense. In the event the non-compliant Party disputes any action the compliant Party seeks to take or has taken pursuant to this provision, the non-compliant Party may pursue immediate resolution by expedited Dispute Resolution. If the non-compliant Party fails to correct any safety non-compliance within ten (10) calendar Days of written notice of non-compliance, or if such non-compliance cannot be corrected within ten (10) calendar Days of written notice of non-compliance, and if the non-compliant Party fails to take all appropriate steps to correct as soon as reasonably possible, the compliant Party may pursue immediate resolution by expedited Dispute Resolution.

11.24 Qwest is not liable for any damage, theft or personal injury resulting from Sprint's employees, agents or vendors parking in a Qwest parking area.

11.25 Sprint's employees, agents or vendors outside the designated Sprint access area, or without proper identification may be asked to vacate the Premises and Qwest security may be notified. Continued violations may result in termination of access privileges. Qwest shall

provide immediate notice of the security violation to Sprint and such notice shall include: 1) identification of the security violation, 2) identification of the security regulation violated, and 3) date and location of security violation. Sprint will have five (5) calendar Days to remedy any such alleged security violation before any termination of access privileges for such individual. In the event Sprint disputes any action Qwest seeks to take or has taken pursuant to this provision, Sprint may pursue immediate resolution by expedited or other Dispute Resolution.

11.26 Building related problems may be referred to the Qwest Work Environment Centers:

800-879-3499 (CO, WY, AZ, NM)

800-201-7033 (all other Qwest states)

11.27 Sprint will submit a Qwest Collocation Access Application form for individuals needing to access Qwest facilities. Sprint employess requiring access to Qwest facilities shall review the necessary security requirements prior to gaining access to Qwest's facilities.

11.28 Sprint employees, agents and vendors will utilize only corridors, stairways and elevators that provide direct access to Sprint's space or the nearest restroom facility. Such access will be covered in orientation meetings. Access shall not be permitted to any other portions of the building.

11.29 Sprint will collect identification/access cards for any employees, agents or vendors no longer working on behalf of Sprint and forward them to Qwest Security. If cards or keys cannot be collected, Sprint will immediately notify Qwest at 800-210-8169.

11.30 Sprint will assist Qwest in validation and verification of identification of its employees, agents and vendors by providing a telephone contact available seven (7) Days a week, twenty-four (24) hours a Day.

11.31 Qwest and Sprint employees, agents and vendors will notify Qwest Service Assurance (800-713-3666) prior to gaining access into a Central Office after hours, for the purpose of disabling Central Office alarms for Sprint access. Normal business hours are 7:00 a.m. to 5:00 p.m.

11.32 Sprint will notify Qwest if Sprint has information that its employee, agent or vendor poses a safety and/or security risk. Qwest may deny access to anyone who in the reasonable judgment of Qwest threatens the safety or security of facilities or personnel.

11.33 Sprint will supply to Qwest Security, and keep up to date, a list of its employees, agents and vendors who require access to Sprint's space. The list will include names and social security numbers. Names of employees, agents or vendors to be added to the list will be provided to Qwest Security, who will provide it to the appropriate Qwest personnel.

11.34 Revenue Protection. Qwest shall make available to Sprint all present and future fraud prevention or revenue protection features. These features include, but are not limited to, screening codes, information digits '29' and '70' which indicate prison and COCOT pay phone originating line types respectively; call blocking of domestic, international, 800, 888, 900, NPA-976, 700 and 500 numbers. Qwest shall additionally provide partitioned access to fraud prevention, detection and control functionality within pertinent Operations Support Systems

which include but are not limited to LIDB Fraud monitoring systems.

11.34.1 Uncollectable or unbillable revenues resulting from, but not confined to, Provisioning, maintenance, or signal network routing errors shall be the responsibility of the Party causing such error or malicious acts, if such malicious acts could have reasonably been avoided.

11.34.2 Uncollectible or unbillable revenues resulting from the accidental or malicious alteration of software underlying Network Elements or their subtending Operational Support Systems by unauthorized third parties that could have reasonably been avoided shall be the responsibility of the Party having administrative control of access to said Network Element or operational support system software.

11.34.3 Qwest shall be responsible for any direct uncollectible or unbillable revenues resulting from the unauthorized physical attachment to Loop facilities from the Main Distribution Frame up to and including the Network Interface Device, including clip-on fraud, if Qwest could have reasonably prevented such fraud.

11.34.4 To the extent that incremental costs are directly attributable to a revenue protection capability requested by Sprint, those costs will be borne by Sprint.

11.34.5 To the extent that either Party is liable to any toll provider for fraud and to the extent that either Party could have reasonably prevented such fraud, the Party who could have reasonably prevented such fraud must indemnify the other for any fraud due to compromise of its network (e.g., clip-on, missing information digits, missing toll restriction, etc.).

11.34.6 If Qwest becomes aware of potential fraud with respect to Sprint's accounts, Qwest will promptly inform Sprint and, at the direction of Sprint, take reasonable action to mitigate the fraud where such action is possible.

11.35 Law Enforcement Interface. Qwest provides emergency assistance to 911 centers and law enforcement agencies seven (7) Days a week/twenty-four (24) hours a Day. Assistance includes, but is not limited to, release of 911 trace and subscriber information; in-progress trace requests; establishing emergency trace equipment, release of information from an emergency trap/trace or *57 trace; requests for emergency subscriber information; assistance to law enforcement agencies in hostage/barricade situations, kidnappings, bomb threats, extortion/scams, runaways and life threats.

11.36 Qwest provides trap/trace, pen register and Title III assistance directly to law enforcement, if such assistance is directed by a court order. This service is provided during normal business hours, Monday through Friday. Exceptions are addressed in the above paragraph. The charges for these services will be billed directly to the law enforcement agency, without involvement of Sprint, for any lines served from Qwest Wire Centers or cross boxes.

11.37 In all cases involving telephone lines served from Qwest Wire Centers or cross boxes, whether the line is a resold line or part of an Unbundled Local Switching or Unbundled Loop element, Qwest will perform trap/trace Title III and pen register assistance directly with law enforcement. Sprint will not be involved or notified of such actions, due to non-disclosure court order considerations, as well as timely response duties when law enforcement agencies are involved. Exceptions to the above will be those cases, as yet undetermined, where Sprint must

participate due to technical reasons wherein its circuitry must be accessed or modified to comply with law enforcement, or for legal reasons that may evolve over time. Sprint will provide Qwest with a twenty-four (24) hour a Day, seven (7) Days a week contact for processing such requests, should they occur.

Section 12.0 - ACCESS TO OPERATIONAL SUPPORT SYSTEMS (OSS)

12.1 Description

12.1.1 Qwest has developed and shall continue to provide Operational Support System (OSS) interfaces using electronic gateways and manual processes. These gateways act as a mediation or control point between Sprint's and Qwest's OSS. These gateways provide security for the interfaces, protecting the integrity of the Qwest OSS and databases. Qwest's OSS interfaces have been developed to support Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing. This section describes the interfaces and manual processes that Qwest has developed and shall provide to Sprint. Additional technical information and details shall be provided by Qwest in training sessions and documentation and support, such as the "Interconnect Mediated Access User's Guide." Qwest will continue to make improvements to the electronic interfaces as technology evolves, Qwest's legacy systems improve, or Sprint needs require. Qwest shall provide notification to Sprint consistent with the provisions of the Change Management Process (CMP) set forth in Section 12.2.6.

12.1.2 Through its electronic gateways and manual processes, Qwest shall provide Sprint non-discriminatory access to Qwest's OSS for Pre-ordering, Ordering and Provisioning, Maintenance and Repair, and Billing functions. For those functions with a retail analogue, such as pre-ordering and ordering and Provisioning of resold services, Qwest shall provide Sprint access to its OSS in substantially the same time and manner as it provides to itself. For those functions with no retail analogue, such as pre-ordering and ordering and Provisioning of Unbundled Elements, Qwest shall provide Sprint access to Qwest's OSS sufficient to allow an efficient competitor a meaningful opportunity to compete. Qwest will comply with the standards for access to OSS set forth in Section 20. Qwest shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions. Qwest shall provide assistance for Sprint to understand how to implement and use all of the available OSS functions. Qwest shall provide Sprint sufficient electronic and manual interfaces to allow Sprint equivalent access to all of the necessary OSS functions. Through its website, training, disclosure documentation and development assistance, Qwest shall disclose to Sprint any internal business rules and other formatting information necessary to ensure that Sprint's requests and orders are processed efficiently. Qwest shall provide training to enable Sprint to devise its own course work for its own employees. Through its documentation available to Sprint, Qwest will identify how its interface differs from national guidelines or standards. Qwest shall provide OSS designed to accommodate both current demand and reasonably foreseeable demand.

12.2 OSS Support for Pre-Ordering, Ordering and Provisioning

12.2.1 Local Service Request (LSR) Ordering Process

12.2.1.1 Qwest shall provide electronic interface gateways for submission of LSRs, including both an Electronic Data Interchange (EDI) interface and a Graphical User Interface (GUI).

12.2.1.2 The interface guidelines for EDI are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the Telecommunication Industry Forum (TCIF) Customer Service Guidelines; and the American National Standards

Institute/Accredited Standards Committee (ANSI ASC) X12 protocols. Exceptions to the above guidelines/standards shall be specified in the EDI disclosure documents.

12.2.1.3 The GUI shall provide a single interface for Pre-Order and Order transactions from Sprint to Qwest and is browser based. The GUI interface shall be based on the LSOG and utilizes a WEB standard technology, Hyper Text Markup Language (HTML), JAVA and the Transmission Control Protocol/Internet Protocol (TCP/IP) to transmit messages.

12.2.1.4 Functions Pre Ordering - Qwest will provide real time, electronic access to pre-order functions to support Sprint's ordering via the electronic interfaces described herein. Qwest will make the following real time pre-order functions available to Sprint:

12.2.1.4.1 Features, services and Primary Interexchange Carrier (PIC) options for IntraLATA toll and InterLATA toll available at a valid service address;

12.2.1.4.2 Access to Customer Service Records (CSRs) for Qwest retail or resale End User Customers. The information will include Billing name, service address, Billing address, service and feature subscription, Directory Listing information, and long distance Carrier identity;

12.2.1.4.3 Telephone number request and selection;

12.2.1.4.4 Reservation of appointments for service installations requiring the dispatch of a Qwest technician on a non-discriminatory basis;

12.2.1.4.5 Information regarding whether dispatch is required for service installation and available installation appointments;

12.2.1.4.6 Service address verification;

12.2.1.4.7 Facility availability, Loop qualification, including resale-DSL, and Loop make-up information, including, but not limited to, Loop length, presence of Bridged Taps, repeaters, and loading coils. This Section 12.2.1.4.1.7 shall apply only to Sprint orders for Unbundled Loops or Loop combinations.

12.2.1.4.8 A list of valid available CFAs for Unbundled Loops.

12.2.1.4.9 A list of one to five (1-5) individual Meet Points or a range of Meet Points for shared Loops.

12.2.1.4.10 Design Layout Record (DLR) Query which provides the layout for the local portion of a circuit at a particular location where applicable.

12.2.1.5 Dial-Up Capabilities

12.2.1.5.1 Reserved for Future Use.

12.2.1.5.2 Reserved for Future Use.

12.2.1.5.3 When Sprint requests from Qwest more than fifty (50) SecurIDs for use by Sprint Customer service representatives at a single Sprint location,

Sprint shall use a T1 line instead of dial-up access at that location. If Sprint is obtaining the line from Qwest, then Sprint shall be able to use SECURIDs until such time as Qwest provisions the T1 line and the line permits pre-order and order information to be exchanged between Qwest and Sprint.

12.2.1.6 Access Service Request (ASR) Ordering Process

12.2.1.6.1 Qwest shall provide a computer-to-computer batch file interface for submission of ASRs based upon the OBF Access Service Order Guidelines (ASOG). Qwest shall supply exceptions to these guidelines in writing in sufficient time for Sprint to adjust system requirements.

12.2.1.7 Facility Based EDI Listing Process

12.2.1.7.1 Qwest shall provide a Facility Based EDI Listing interface to enable Sprint listing data to be translated and passed into the Qwest listing database. This interface is based upon OBF LSOG and ANSI ASC X12 standards. Qwest shall supply exceptions to these guidelines/standards in writing in sufficient time for Sprint to adjust system requirements.

12.2.1.8 Qwest will establish interface contingency plans and disaster recovery plans for the interfaces described in this Section. Qwest will work cooperatively with Sprint through the CMP process to consider any suggestions made by CLECs to improve or modify such plans. Sprint specific requests for modifications to such plans will be negotiated and mutually agreed upon between Qwest and Sprint.

12.2.1.9 Ordering and Provisioning - Qwest will provide access to ordering and status functions. Sprint will populate the service request to identify what features, services, or elements it wishes Qwest to provision in accordance with Qwest's published business rules.

12.2.1.9.1 Qwest shall provide all Provisioning services to Sprint during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to Sprint on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other Party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.9.2 When Sprint places an electronic order, Qwest will provide Sprint with an electronic Firm Order Confirmation notice (FOC). The FOC will follow industry-standard formats and contain the Qwest Due Date for order completion. Upon completion of the order, Qwest will provide Sprint with an electronic completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies Sprint that the service order record has been completed, and 2) Billing completion that notifies Sprint that the service order has posted to the Billing system.

12.2.1.9.3 When Sprint places a manual order, Qwest will provide Sprint with a manual Firm Order Confirmation notice. The confirmation notice will follow industry-standard formats. Upon completion of the order, Qwest will provide

Sprint with a completion notice which follows industry-standard formats and which states when the order was completed. Qwest supplies two (2) separate completion notices: 1) service order completion (SOC) which notifies Sprint that the service order record has been completed, and 2) Billing completion that notifies Sprint that the service order has posted to the Billing system.

12.2.1.9.4 When Sprint places an electronic order, Qwest shall provide notification electronically of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.5 When Sprint places a manual order, Qwest shall provide notification of any instances when (1) Qwest's Committed Due Dates are in jeopardy of not being met by Qwest on any service or (2) an order is rejected. The standards for returning such notices are set forth in Section 20.

12.2.1.9.6 Business rules regarding rejection of LSRs or ASRs are subject to the provisions of Section 12.2.6.

12.2.1.9.7 Where Qwest provides installation on behalf of Sprint, Qwest shall advise Sprint's End User Customer to notify Sprint immediately if the Sprint End User Customer requests a service change at the time of installation.

12.2.1.10 Reserved for Future Use.

12.2.2 Maintenance and Repair

12.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a Customer's trouble history at a specific location, conducting testing of a Customer's service where applicable, and reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and Sprint while the Trouble Report (TR) is open and a Qwest technician is working on the resolution. Sprint may also report trouble through manual processes. For designed services, the TR will not be closed prior to verification by Sprint that trouble is cleared.

12.2.3 Interface Availability

12.2.3.1 Qwest shall make its OSS interfaces available to Sprint during the hours listed in the Gateway Availability PIDs in Section 20.

12.2.3.2 Qwest shall notify Sprint in a timely manner regarding system downtime through mass email distribution and pop-up windows as applicable.

12.2.3.3 Reserved for Future Use.

12.2.4 Billing

12.2.4.1 For products billed out of the Qwest Interexchange Access Billing System (IABS), Qwest will utilize the existing CABS/BOS format and technology for the transmission of bills.

12.2.4.2 For products billed out of the Qwest Customer Record Information System (CRIS), Qwest will utilize the existing EDI standard for the transmission of monthly local Billing information. EDI is an established standard under the auspices of the ANSI/ASC X12 Committee. A proper subset of this specification has been adopted by the Telecommunications Industry Forum (TCIF) as the "811 Guidelines" specifically for the purposes of Telecommunications Billing. Any deviance from these standards and guidelines shall be documented and accessible to Sprint.

12.2.5 Outputs

Output information will be provided to Sprint in the form of bills, files, and reports. Bills will capture all regular monthly and incremental/usage charges and present them in a summarized format. The files and reports delivered to Sprint come in the following categories:

Usage Record File	Line Usage Information
Loss and Completion	Order Information
Category 11	Facility Based Line Usage Information
SAG/FAM	Street Address/Facility Availability Information

12.2.5.1 Bills

12.2.5.1.1 CRIS Summary Bill - The CRIS Summary Bill represents a monthly summary of charges for most wholesale products sold by Qwest. This bill includes a total of all charges by entity plus a summary of current charges and adjustments on each sub-account. Individual sub-accounts are provided as Billing detail and contain monthly, one-time charges and incremental/call detail information. The Summary Bill provides one bill and one payment document for Sprint. These bills are segmented by state and bill cycle. The number of bills received by Sprint is dictated by the product ordered and the Qwest region in which Sprint is operating.

12.2.5.1.2 IABS Bill - The IABS Bill represents a monthly summary of charges. This bill includes monthly and one-time charges plus a summary of any usage charges. These bills are segmented by product, LATA, Billing account number (BAN) and bill cycle.

12.2.5.2 Files and Reports

12.2.5.2.1 Daily Usage Record File provides the accumulated set of call information for a given Day as captured or recorded by the network Switches.

This file will be transmitted Monday through Friday, excluding Qwest holidays. This information is a file of unrated Qwest originated usage messages and rated Sprint originated usage messages. It is provided in ATIS standard Electronic Message Interface (EMI) format. This EMI format is outlined in the document SR-320; which can be obtained directly from ATIS. The Daily Usage Record File contains multi-state data for the Data Processing Center generating this information. Individual state identification information is contained with the message detail. Qwest will provide this data to Sprint with the same level of precision and accuracy it provides itself. This file will be provided for the following list of products:

a) Resale;

b) Unbundled Switch Port; and

c) UNE-P for POTS.

12.2.5.2.2 The charge for this Daily Usage Record File is contained in Exhibit A of this Agreement.

12.2.5.2.3 Routing of in-region IntraLATA Collect, Calling Card, and Third Number Billed Messages - Qwest will distribute in-region intraLATA collect, calling card, and third number billed messages to Sprint and exchange with other CLECs operating in region in a manner consistent with existing inter-company processing agreements. Whenever the daily usage information is transmitted to a Carrier, it will contain these records for these types of calls as well.

12.2.5.2.4 Loss Report provides Sprint with a daily report that contains a list of accounts that have had lines and/or services disconnected. This may indicate that the End User Customer has changed CLECs or removed services from an existing account. This report also details the order number, service name and address, and date this change was made. Individual reports will be provided for the following list of products:

a) Reserved For Future Use.;.

b) Resale;

c) Unbundled Loop;

d) Unbundled Line Side Switch Port; and

e) UNE-P for POTS.

12.2.5.2.5 Completion Report provides Sprint with a daily report. This report is used to advise Sprint that the order(s) for the service(s) requested is complete. It details the order number, service name and address and date this change was completed. Individual reports will be provided for the following list of products:

a) Reserved For Future Use.;

b) Resale;

c) Unbundled Loop;

d) Unbundled Line -side Switch; and

e) UNE-P for POTS.

12.2.5.2.6 Category 11 Records are Exchange Message Records (EMR) which provide mechanized record formats that can be used to exchange access usage information between Qwest and Sprint. Category 1101 series records are used to exchange detailed access usage information.

12.2.5.2.7 Category 1150 series records are used to exchange summarized Meet Point Billed access minutes-of-use. Qwest will make accessible to Sprint through electronic means the transmission method/media types available for these mechanized records.

12.2.5.2.8 SAG/FAM Files. The SAG (Street Address Guide)/ FAM (Features Availability Matrix) files contain the following information:

a) SAG provides Address and Serving Central Office Information.

b) FAM provides USOCs and descriptions by state (POTS services only), and USOC availability by NPA-NXX with the exception of Centrex. InterLATA/IntraLATA Carriers by NPA-NXX.

These files are made available via a download process. They can be retrieved by ftp (file transfer protocol), NDM connectivity, or a Web browser.

12.2.6 Change Management

Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with, or exceeds, industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include, but not be limited to, the following: (i) provide a forum for Sprint and Qwest to discuss Sprint and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for Sprint and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which Sprint impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to Sprint, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling Sprint to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among Sprint and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to Sprint through the CMP, among other things, modifications to existing products and product and technical documentation available to Sprint, introduction of new products available to Sprint, discontinuance of products available to Sprint, modifications to pre-ordering, ordering/Provisioning, maintenance/repair or Billing processes, introduction of pre-ordering,

ordering/Provisioning, Maintenance/Repair or Billing processes, discontinuance of pre-ordering, ordering/Provisioning, maintenance/repair or Billing process, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP, an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP, known as the Change Management "Process, is attached as Exhibit G (the "CMP Document"). As of the date of filing, the CMP Document (Exhibit G) is the subject of ongoing negotiations between Qwest and Sprint in the ongoing CMP redesign process. Not all of the sections of Exhibit G have been discussed or considered during the ongoing CMP redesign process, and the CMP Document will be continued to be changed through those discussions. Exhibit G reflects the commitments Qwest has made regarding maintaining its CMP as of the date of filing, and Qwest commits to implement agreements made in the CMP redesign process as soon as practicable after they are made. Following the completion of the CMP Document, Exhibit G will be subject to change through the CMP process, as set forth in the CMP Document. Qwest will maintain the most current version of the CMP Document on its wholesale website.

12.2.6.1 In the course of establishing operational ready system interfaces between Qwest and Sprint to support local service delivery, Sprint and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. Sprint and Qwest will submit such specifications to the appropriate standards committee and will work towards their acceptance as standards.

12.2.6.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.2.6.3 Notwithstanding any other provisions in this Agreement, the CMP document attached as Exhibit G will be modified pursuant to the terms of Exhibit G, or the procedures of the redesign process and incorporated as part of the Agreement without requiring the execution or filing of any amendment to this Agreement.

12.2.7 CLEC Responsibilities for Implementation of OSS Interfaces

12.2.7.1 Before any Sprint implementation can begin, Sprint must completely and accurately answer the New Customer Questionnaire as required in Section 3.2.

12.2.7.2 Once Qwest receives a complete and accurate New Customer Questionnaire, Qwest and Sprint will mutually agree upon time frames for implementation of connectivity between Sprint and the OSS interfaces.

12.2.8 Qwest Responsibilities for On-going Support for OSS Interfaces

Qwest will support previous EDI releases for six (6) months after the next subsequent EDI release has been deployed. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.8.1 Qwest will provide written notice to Sprint of the need to migrate to a new release.

12.2.8.2 Qwest will provide an EDI Implementation Coordinator to work with Sprint for business scenario re-certification, migration and data conversion strategy definition.

12.2.8.3 Re-certification is the process by which Sprint demonstrates the ability to generate correct functional transactions for enhancements not previously certified. Qwest will provide the suite of tests for re-certification to Sprint with the issuance of the disclosure document.

12.2.8.4 Qwest shall provide training mechanisms for Sprint to pursue in educating its internal personnel. Qwest shall provide training necessary for Sprint to use Qwest's OSS interfaces and to understand Qwest's documentation, including Qwest's business rules.

12.2.9 CLEC Responsibilities for On-going Support for OSS Interfaces

12.2.9.1 If using the GUI interface, Sprint will take reasonable efforts to train Sprint personnel on the GUI functions that Sprint will be using.

12.2.9.2 An exchange protocol will be used to transport EDI formatted content. Sprint must perform certification testing of exchange protocol prior to using the EDI interface.

12.2.9.3 Qwest will provide Sprint with access to a stable testing environment that mirrors production to certify that its OSS will be capable of interacting smoothly and efficiently with Qwest's OSS. Qwest has established the following test processes to assure the implementation of a solid interface between Qwest and Sprint:

12.2.9.3.1 Connectivity Testing – Sprint and Qwest will conduct connectivity testing. This test will establish the ability of the trading partners to send and receive EDI messages effectively. This test verifies the communications between the trading partners. Connectivity is established during each phase of the implementation cycle. This test is also conducted prior to Controlled Production and before going live in the production environment if Sprint or Qwest has implemented environment changes when moving into production.

12.2.9.3.2 Stand-Alone Testing Environment ("SATE") – Qwest has developed a stand-alone testing environment to take pre-order and order requests, pass them to the stand-alone database, and return responses to Sprint during its development and implementation of EDI. SATE provides Sprint the opportunity to validate its technical development efforts built via Qwest documentation without the need to schedule test times. This testing verifies Sprint's ability to send correctly formatted EDI transactions through the EDI system edits successfully for both new and existing releases. SATE uses test account data supplied by Qwest. Qwest will make additions to the test beds and test accounts as it introduces new OSS electronic interface capabilities, including support of new products and services, new interface features, and functionalities. All SATE pre-order queries and orders are subjected to the same edits as production pre-order and order transactions. This testing phase is optional.

12.2.9.3.3 Interoperability Testing – Sprint has the option of participating with Qwest in Interoperability testing to provide Sprint with the opportunity to validate technical development efforts and to quantify processing results. Interoperability testing verifies Sprint's ability to send correct EDI transactions through the EDI system edits successfully. Interoperability testing requires the use of valid data in Qwest production systems. All Interoperability queries and order transactions are subjected to the same edits as production orders. This testing phase is optional when Sprint has conducted Stand-Alone Testing successfully. Qwest shall process pre-order transactions in Qwest's production OSS and order transactions through the business processing layer of the EDI interfaces.

12.2.9.3.4 Controlled Production – Qwest and Sprint will perform controlled production. The controlled production process is designed to validate the ability of Sprint to transmit EDI data that completely meets X12 standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual Sprint production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and Sprint use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.

12.2.9.3.5 If Sprint is using EDI, Qwest shall provide Sprint with a pre-allotted amount of time to complete certification of its business scenarios. Qwest will allow Sprint a reasonably sufficient amount of time during the Day and a reasonably sufficient number of Days during the week to complete certification of its business scenarios consistent with Sprint's business plan. It is the sole responsibility of Sprint to schedule an appointment with Qwest for certification of its business scenarios. Sprint must make every effort to comply with the agreed upon dates and times scheduled for the certification of its business scenarios. If the certification of business scenarios is delayed due to Sprint, it is the sole responsibility of Sprint to schedule new appointments for certification of its business scenarios. Qwest will make reasonable efforts to accommodate Sprint schedule. Conflicts in the schedule could result in certification being delayed. If a delay is due to Qwest, Qwest will honor Sprint's schedule through the use of alternative hours.

12.2.9.4 If Sprint is using the EDI interface, Sprint must work with Qwest to certify the business scenarios that Sprint will be using in order to ensure successful transaction processing. Qwest and Sprint shall mutually agree to the business scenarios for which Sprint requires certification. Certification will be granted for the specified release of the EDI interface. If Sprint is certifying multiple products or services, Sprint has the option of certifying those products or services serially or in parallel where Technically Feasible.

12.2.9.4.1 For a new software release or upgrade, Qwest will provide Sprint a stable testing environment that mirrors the production environment in order for Sprint to test the new release. For software releases and upgrades, Qwest has implemented the testing processes set forth in Section 12.2.9.3.2, 12.2.9.3.3 and 12.2.9.3.4.

12.2.9.5 New releases of the EDI interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each IMA EDI release. Notice of the need for re-certification will be provided to Sprint as the new release is implemented. The suite of re-certification test scenarios will be provided to Sprint with the disclosure document. If Sprint is certifying multiple products or services, Sprint has the option of certifying those products or services serially or in parallel, where Technically Feasible.

12.2.9.6 Sprint will contact the Qwest EDI Implementation Coordinator to initiate the migration process. Sprint may not need to certify to every new EDI release, however, Sprint must complete the re-certification and migration to the new EDI release within six (6) months of the deployment of the new release. Sprint will use reasonable efforts to provide sufficient support and personnel to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.2.9.6.1 The following rules apply to initial development and certification of EDI interface versions and migration to subsequent EDI interface versions:

12.2.9.6.1.1 Stand Alone and/or Interoperability testing must begin on the prior release before the next release is implemented. Otherwise, Sprint will be required to move their implementation plan to the next release.

12.2.9.6.1.2 New EDI users must be certified and in production with at least one product and one order activity type on a prior release two (2) months after the implementation of the next release. Otherwise, Sprint will be required to move their implementation plan to the next release.

12.2.9.6.1.3 Any EDI user that has been placed into production on the prior release not later than two (2) months after the next release implementation may continue certifying additional products and activities until two months prior to the retirement of the release. To be placed into production, the products/order activities must have been tested in the SATE or Interoperability environment before two (2) months after the implementation of the next release.

12.2.9.7 Sprint will be expected to execute the re-certification test cases in the stand alone and/or Interoperability test environments. Sprint will provide Purchase Order Numbers (PONs) of the successful test cases to Qwest.

12.2.9.8 Reserved for Future Use.

12.2.9.9 Reserved for Future Use.

12.2.10 CLEC Support

12.2.10.1 Qwest shall provide documentation and assistance for Sprint to understand how to implement and use all of the available OSS functions. Qwest shall provide to Sprint in writing any internal business rules and other formatting information necessary to ensure that Sprint's requests and orders are processed efficiently. This

assistance will include, but is not limited to, contacts to the Sprint account team, training, documentation, and Sprint Help Desk. Qwest will also supply Sprint with an escalation level contact list in the event issues are not resolved via contacts to the Sprint account team, training, documentation, and Sprint Help Desk.

12.2.10.2 CLEC Help Desk

12.2.10.2.1 The CLEC Systems Help Desk will provide a single point of entry for Sprint to gain assistance in areas involving connectivity, system availability, and file outputs. The CLEC Systems Help Desk areas are further described below.

12.2.10.2.1.1 Connectivity covers trouble with Sprint's access to the Qwest system for hardware configuration requirements with relevance to EDI and GUI interfaces; software configuration requirements with relevance to EDI and GUI interfaces; modem configuration requirements, T1 configuration and dial-in string requirements, firewall access configuration, SecurID configuration, Profile Setup, and password verification.

12.2.10.2.1.2 System Availability covers system errors generated during an attempt by Sprint to place orders or open trouble reports through EDI and GUI interfaces. These system errors are limited to: Resale/POTS; UNE POTS; Design Services and Repair.

12.2.10.2.1.3 File Outputs cover Sprint's output files and reports produced from its usage and order activity. File outputs system errors are limited to: Daily Usage File; Loss / Completion File, IABS Bill, CRIS Summary Bill, Category 11 Report and SAG/FAM Reports.

12.2.10.3 Additional assistance to Sprint is available through various public web sites. These web sites provide electronic interface training information and user documentation and technical specifications and are located on Qwest's wholesale web site. Qwest will provide Interconnect Service Center Help Desks which will provide a single point of contact for Sprint to gain assistance in areas involving order submission and manual processes.

12.2.11 Compensation/Cost Recovery

Recurring and nonrecurring OSS startup charges, as applicable, will be billed at rates set forth in Exhibit A. Any such rates will be consistent with Existing Rules. Qwest shall not impose any recurring or nonrecurring OSS start up charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

12.3 Maintenance and Repair

12.3.1 Service Levels

12.3.1.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide Sprint repair status information in substantially the same time and manner Qwest provides for its retail services.

12.3.1.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow Sprint to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.3.1.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from Sprint shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a nondiscriminatory manner.

12.3.2 Branding

12.3.2.1 Qwest shall use unbranded Maintenance and Repair forms while interfacing with Sprint End User Customers. Upon request, Qwest shall use Sprint provided and branded Maintenance and Repair forms. Qwest may not unreasonably interfere with branding by Sprint.

12.3.2.2 Except as specifically permitted by Sprint, in no event shall Qwest provide information to Sprint subscribers about Sprint or Sprint product or services.

12.3.2.3 This section shall confer on Qwest no rights to the service marks, trademarks and trade names owned by or used in connection with services offered by Sprint or its Affiliates, except as expressly permitted by Sprint.

12.3.3 Service Interruptions

12.3.3.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its Affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its Affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is hereinafter referred to as an "Impairment of Service".

12.3.3.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the

Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.3.3.3 To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service.

12.3.3.4 Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.3.3.5 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other's facilities.

12.3.3.5.1 In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

12.3.3.5.2 The Parties shall cooperate in isolating trouble conditions.

12.3.4 Trouble Isolation

12.3.4.1 Sprint is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. Sprint will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to Sprint, prior to reporting trouble to Qwest. Sprint shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with Sprint to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and Sprint will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.3.4.2 and 12.3.4.3.

12.3.4.2 When Sprint requests that Qwest perform trouble isolation with Sprint, a Maintenance of Service charge will apply if the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble in on the End User Customer's side of the Demarcation Point, and Sprint authorizes Qwest to repair trouble on Sprint's behalf, Qwest will charge Sprint the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service charge.

12.3.4.3 When Sprint elects not to perform trouble isolation and Qwest performs tests at Sprint request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by Sprint. Maintenance of Service charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat

trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service charges shall not apply.

12.3.5 Inside Wire Maintenance

Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire (premises wiring beyond the End User Customer's Demarcation Point) for Sprint or its End User Customers.

12.3.6 Testing/Test Requests/Coordinated Testing

12.3.6.1 Where Sprint does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that Sprint is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customer, its Affiliates, or any other party.

12.3.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that Sprint is utilizing to serve an End User Customer, Qwest must receive a trouble report from Sprint.

12.3.6.3 On manually reported trouble for non-designed services, Qwest will provide readily available test results to Sprint or test results to Sprint in accordance with any applicable Commission rule for providing test results to End User Customers or Sprint. On manually reported trouble for designed services provided in this Agreement, Qwest will provide Sprint test results upon request. For electronically reported trouble, Qwest will provide Sprint with the ability to obtain basic test results in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.4 Sprint shall isolate the trouble condition to Qwest's portion of the line, circuit, or service provided in this Agreement before Qwest accepts a trouble report for that line, circuit or service. Once Qwest accepts the trouble report from Sprint, Qwest shall process the trouble report in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party.

12.3.6.5 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to Sprint prior to closing a trouble report.

12.3.7 Work Center Interfaces

12.3.7.1 Qwest and Sprint shall work cooperatively to develop positive, close working relationships among corresponding work centers involved in the trouble resolution processes.

12.3.8 Misdirected Repair Calls

12.3.8.1 Sprint and Qwest will employ the following procedures for handling misdirected repair calls:

12.3.8.1.1 Sprint and Qwest will provide their respective End User Customers with the correct telephone numbers to call for access to their respective repair bureaus.

12.3.8.1.2 End User Customers of Sprint shall be instructed to report all cases of trouble to Sprint. End User Customers of Qwest shall be instructed to report all cases of trouble to Qwest.

12.3.8.1.3 To the extent the correct provider can be determined, misdirected repair calls will be referred to the proper provider of Basic Exchange Telecommunications Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or Sprint from discussing its products and services with Sprint's or Qwest's End User Customers who call the other Party, seeking such information.

12.3.8.1.4 Sprint and Qwest will provide their respective repair contact numbers to one another on a reciprocal basis.

12.3.8.1.5 In responding to repair calls, Sprint's End User Customers contacting Qwest in error will be instructed to contact Sprint; and Qwest's End User Customers contacting Sprint in error will be instructed to contact Qwest. In responding to calls, neither Party shall make disparaging remarks about each other. To the extent the correct provider can be determined, misdirected calls received by either Party will be referred to the proper provider of local Exchange Service; however, nothing in this Agreement shall be deemed to prohibit Qwest or Sprint from discussing its products and services with Sprint's or Qwest's End User Customers who call the other Party seeking such information.

12.3.9 Major Outages/Restoral/Notification

12.3.9.1 Qwest will notify Sprint of major network outages in substantially the same time and manner as it provides itself, its End User Customers, its Affiliates, or any other party. This notification will be via e-mail to Sprint's identified contact. With the minor exception of certain Proprietary information such as Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.3.9.2 Qwest will meet with associated personnel from Sprint to share contact information and review Qwest's outage restoral processes and notification processes.

12.3.9.3 Qwest's emergency restoration process operates on a 7X24 basis.

12.3.10 Protective Maintenance

12.3.10.1 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.3.10.2 Qwest will work cooperatively with Sprint to develop industry-wide processes to provide as much notice as possible to Sprint of pending maintenance activity. Qwest shall provide notice of potentially Sprint Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with Sprint in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.3.10.3 Qwest shall advise Sprint of non-scheduled maintenance, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact Sprint and/or Sprint End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled maintenance and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency maintenance as promptly as possible to maintain or restore service and shall advise Sprint promptly of any such actions it takes.

12.3.11 Hours of Coverage

12.3.11.1 Qwest's repair operation is seven Days a week, 24 hours a Day. Not all functions or locations are covered with scheduled employees on a 7X24 basis. Where such 7X24 coverage is not available, Qwest's repair operations center (always available 7X24) can call-out technicians or other personnel required for the identified situation.

12.3.12 Escalations

12.3.12.1 Qwest will provide trouble escalation procedures to Sprint. Such procedures will be substantially the same type and quality as Qwest employs for itself, its End User Customers, its Affiliates, or any other party. Qwest escalations are manual processes.

12.3.12.2 Qwest repair escalations may be initiated by either calling the trouble reporting center or through the electronic interfaces. Escalations sequence through five tiers: tester, duty supervisor, manager, director, vice president. The first escalation point is the tester. Sprint may request escalation to higher tiers in its sole discretion. Escalations status is available through telephone and the electronic interfaces.

12.3.12.3 Qwest shall handle chronic troubles on non-designed services, which are those greater than three (3) troubles in a rolling thirty (30) Day period, pursuant to Section 12.2.2.1.

12.3.13 Dispatch

12.3.13.1 Qwest will provide maintenance dispatch personnel in substantially the same time and manner as it provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.13.2 Upon the receipt of a trouble report from Sprint, Qwest will follow internal processes and industry standards, to resolve the repair condition. Qwest will dispatch repair personnel on occasion to repair the condition. It will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest reserves the right to make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble; should Sprint require a dispatch when Qwest believes the dispatch is not necessary, appropriate charges will be billed by Qwest to Sprint for those dispatch-related costs in accordance with Exhibit A if Qwest can demonstrate that the dispatch was in fact unnecessary to the clearance of trouble or the trouble is identified to be caused by Sprint facilities or equipment.

12.3.13.3 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the Sprint Customer Premises without prior Sprint authorization. For dispatch to the Sprint Customer Premises Qwest shall obtain prior Sprint authorization with the exception of major outage restoration, cable rearrangements, and MTE terminal maintenance/replacement.

12.3.13.4 Reserved For Future Use.

12.3.14 Electronic Reporting

12.3.14.1 Sprint may submit Trouble Reports through the Electronic Bonding or GUI interfaces provided by Qwest.

12.3.14.2 The status of manually reported trouble may be accessed by Sprint through electronic interfaces.

12.3.15 Intervals/Parity

12.3.15.1 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of Sprint End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.3.16 Jeopardy Management

12.3.16.1 Qwest will notify Sprint, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At Sprint option, notification may be sent by email or fax through the electronic interface. Sprint may telephone Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.3.17 Trouble Screening

12.3.17.1 Sprint shall screen and test its End User Customer trouble reports completely enough to insure, to the extent possible, that it sends to Qwest only trouble reports that involve Qwest facilities. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to Sprint to perform appropriate trouble isolation and screening.

12.3.17.2 Qwest will cooperate with Sprint to show Sprint how Qwest screens trouble conditions in its own centers, so that Sprint may employ similar techniques in its centers.

12.3.18 Maintenance Standards

12.3.18.1 Qwest will cooperate with Sprint to meet the maintenance standards outlined in this Agreement.

12.3.18.2 On manually reported trouble, Qwest will inform Sprint of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.3.19 End User Customer Interface Responsibilities

12.3.19.1 Sprint will be responsible for all interactions with its End User Customers including service call handling and notifying its End User Customers of trouble status and resolution.

12.3.19.2 All Qwest employees who perform repair service for Sprint End User Customers will be trained in non-discriminatory behavior.

12.3.19.3 Qwest will recognize the designated CLEC/DLEC as the Customer of record for all services ordered by CLEC/DLEC and will send all notices, invoices and pertinent information directly to CLEC/DLEC. Except as otherwise specifically provided in this Agreement, Customer of record shall be Qwest's single and sole point of contact for all CLEC/DLEC Customers.

12.3.20 Repair Call Handling

12.3.20.1 Manually reported repair calls by Sprint to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End User Customers.

12.3.21 Single Point of Contact

12.3.21.1 Qwest will provide a single point of contact for Sprint to report maintenance issues and trouble reports seven (7) Days a week, twenty-four (24) hours a

Day. A single 7X24 trouble reporting telephone number will be provided to Sprint for each category of trouble situation being encountered.

12.3.22 Network Information

12.3.22.1 Qwest maintains an information database, available to Sprint for the purpose of allowing Sprint to obtain information about Qwest's NPAs, LATAs, Access Tandems and Central Offices.

12.3.22.2 This database is known as the ICONN database, available to Sprint via Qwest's Web site.

12.3.22.3 CPNI information and NXX activity reports are also included in this database.

12.3.22.4 ICONN data is updated in substantially the same time and manner as Qwest updates the same data for itself, its End User Customers, its Affiliates, or any other party.

12.3.23 Maintenance Windows

12.3.23.1 Generally, Qwest performs major Switch maintenance activities off-hours, during certain "maintenance windows". Major Switch maintenance activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.3.23.2 Generally, the maintenance window is between 10:00 p.m. through 6:00 a.m. Monday through Friday, and Saturday 10:00 p.m. through Monday 6:00 a.m., Mountain Time. Although Qwest normally does major Switch maintenance during the above maintenance window, there will be occasions where this will not be possible. Qwest will provide notification of any and all maintenance activities that may impact Sprint ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.3.23.3 Reserved For Future Use.

12.3.23.4 Planned generic upgrades to Qwest Switches are included in the ICONN database, available to Sprint via Qwest's Web site.

12.3.24 Switch and Frame Conversion Service Order Practices

12.3.24.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.3.24.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.3.24.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned Day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the Day after the planned Conversion Date.

12.3.24.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or Sprint services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.3.24.4.1) other than conversion orders described in Section 12.3.24.4.3. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide Sprint the same capabilities.

12.3.24.4.1 ASRs for Switch or frame Trunk Side facility augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by Sprint with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to augment capacity or change facilities issued by Sprint or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.3.24.4.3.

12.3.24.4.2 For Switch and Trunk Side frame conversions, Qwest shall provide Sprint with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.3.24.4.3 For Switch and Trunk Side frame conversions, Sprint shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where Sprint mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.3.24.5 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where Sprint mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If Sprint requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.6 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with

the trunk side of the Switch. For conversion of trunks where Sprint mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If Sprint requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods in its ICONN database in substantially the same time and manner as Qwest notifies itself, its End User Customers, Affiliates, or any other party.

12.3.24.7 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.3.24.7.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. Such best efforts shall be substantially the same time and manner as Qwest uses for itself, its End User Customers, its Affiliates, or any other party.

12.3.24.7.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.3.24.7.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in 12.3.24.7 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.3.24.7.4 LSRs, except those requesting order activity described in 12.3.24.7, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.3.24.7.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.3.24.7.6 Sprint may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 12:00 noon Mountain Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.7 Sprint may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 12:00 noon Mountain Time the Day prior to the scheduled LSR Due Date until 12 noon Mountain Time the Day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.3.24.7.8 In the event that Sprint End User Customer service is disconnected in error, Qwest will restore service in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, or any other party. Restoration of Sprint End User Customer service will be handled through the LNP escalations process.

12.3.24.8 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant activity related to translations, an abbreviated embargo and/or quiet period may be required. Qwest shall implement service order embargoes and/or quiet periods during Switch upgrades in substantially the same time and manner as Qwest does for itself, its End User Customers, its Affiliates, and any other party.

12.3.24.9 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize Sprint service order impacts due to hardware additions and modifications to Qwest's existing Switches. Qwest shall provide Sprint substantially the same service order processing capabilities as Qwest provides itself, its End User Customers, Affiliates, or any other party during such Switch hardware additions.

Section 13.0 - ACCESS TO TELEPHONE NUMBERS

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

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

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

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

13.5 Each Party shall be responsible for notifying its End User Customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs.

Section 14.0 - LOCAL DIALING PARITY

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

Section 15.0 – Qwest's Official Directory Publisher

15.1 Qwest and Sprint agree that certain issues outside the provision of basic white page directory listings, such as yellow pages advertising, yellow pages listings, directory coverage, access to call guide pages (phone service pages), applicable listings criteria, white page enhancements and publication schedules will be the subject of negotiations between Sprint and directory publishers, including Qwest's Official Directory Publisher. Qwest acknowledges that Sprint may request Qwest to facilitate discussions between Sprint and Qwest's Official Directory Publisher.

Section 16.0 - REFERRAL ANNOUNCEMENT

16.1 When an End User Customer changes from Qwest to Sprint, or from Sprint to Qwest, and does not retain its original main/listed telephone number, the Party formerly providing service to the End User Customer will provide a transfer of service announcement on the abandoned telephone number. Each Party will provide this referral service consistent with the Qwest retail Tariff. This announcement will provide details on the new number that must be dialed to reach the End User Customer.

Section 17.0 - BONA FIDE REQUEST PROCESS

17.1 Any request for Interconnection or access to an Unbundled Network Element or ancillary service that is not already available as described in other sections of the Agreement, including but not limited to in Exhibit F or any other Interconnection Agreement, Tariff or otherwise defined by Qwest as a product or service shall be treated as a Bona Fide Request (BFR). Qwest shall use the BFR Process to determine the terms and timetable for providing the requested Interconnection, access to UNEs or ancillary services and the technical feasibility of new/different points of Interconnection. Qwest will administer the BFR Process in a non-discriminatory manner.

17.2 A BFR shall be submitted in writing and on the appropriate Qwest form for BFRs. Sprint and Qwest may work together to prepare the BFR form and either Party may request that such coordination be handled on an expedited basis. This form shall be accompanied by the non-refundable Processing Fee specified in Exhibit A of this Agreement. However, Qwest will refund one-half of the Processing Fee if the BFR is cancelled within ten (10) business days of the receipt of the BFR form. The form will request, and Sprint will need to provide, the following information, and may also provide any additional information that may be reasonably necessary in describing and analyzing Sprint's request:

17.2.1 a technical description of each requested Network Element or new/different points of Interconnection or ancillary services;

17.2.2 the desired interface specification;

17.2.3 each requested type of Interconnection or access;

17.2.4 a statement that the Interconnection or Network Element or ancillary service will be used to provide a Telecommunications Service;

17.2.5 the quantity requested;

17.2.6 the specific location requested;

17.3 Within two (2) business days of its receipt, Qwest shall acknowledge receipt of the BFR and in such acknowledgment advise Sprint of missing information, if any, necessary to process the BFR. Thereafter, Qwest shall promptly advise Sprint of the need for any additional information required to complete the analysis of the BFR. If requested, either orally or in writing, Qwest will provide weekly updates on the status of the BFR.

17.4 Within twenty-one (21) calendar Days of its receipt of the BFR and all information necessary to process it, Qwest shall provide to Sprint an analysis of the BFR. The preliminary analysis shall specify Qwest's conclusions as to whether or not the requested Interconnection or access to an Unbundled Network Element complies with the unbundling requirements of the Act or state law.

17.5 If Qwest determines during the twenty-one (21) Day period that a BFR does not qualify as an Unbundled Network Element or Interconnection or ancillary service that is required to be provided under the Act or state law, Qwest shall advise Sprint as soon as reasonably possible of that fact, and Qwest shall promptly, but in no case later than the twenty-one (21) Day period, provide a written report setting forth the basis for its conclusion.

17.6 If Qwest determines during such twenty-one (21) Day period that the BFR qualifies under the Act or state law, it shall notify Sprint in writing of such determination within ten (10) calendar Days, but in no case later than the end of such twenty-one (21) Day period.

17.7 As soon as feasible, but in any case within forty-five (45) calendar Days after Qwest notifies Sprint that the BFR qualifies under the Act, Qwest shall provide to Sprint a BFR quote. The BFR quote will include, at a minimum, a description of each Interconnection, Network Element, and ancillary service, the quantity to be provided, any interface specifications, and the applicable rates (recurring and nonrecurring) including the separately stated development costs and construction charges of the Interconnection, Unbundled Network Element or ancillary service and any minimum volume and term commitments required, and the timeframes the request will be provisioned.

17.8 Sprint has sixty (60) business days upon receipt of the BFR quote, to either agree to purchase under the quoted price, or cancel its BFR.

17.9 If Sprint has agreed to minimum volume and term commitments under the preceding paragraph, Sprint may cancel the BFR or volume and term commitment at any time, but may be subject to termination liability assessment or minimum period charges.

17.10 If either Party believes that the other Party is not requesting, negotiating or processing any BFR in good faith, or disputes a determination or quoted price or cost, it may invoke the Dispute Resolution provision of the Agreement.

17.11 All time intervals within which a response is required from one Party to another under this Section are maximum time intervals. Each Party agrees that it will provide all responses to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

17.12 In the event Sprint has submitted a Request for Interconnection, Unbundled Network Elements or any combinations thereof, or ancillary services and Qwest determines in accordance with the provisions of this Section 17 that the request is Technically Feasible, subsequent requests or orders for substantially similar types of Interconnection, Unbundled Network Elements or combinations thereof or ancillary services by Sprint shall not be subject to the BFR process. To the extent Qwest has deployed or denied a substantially similar Interconnections, Unbundled Network Elements or combinations thereof or ancillary services under a previous BFR, a subsequent BFR shall not be required and the BFR application fee shall be refunded immediately. Qwest may only require Sprint to complete a New Product Questionnaire before ordering such Interconnection, Unbundled Network Elements or combinations thereof, or ancillary services. ICB pricing and intervals will still apply for requests that are not yet standard offerings. For purposes of this Section 17.12, a "substantially similar" request shall be one with substantially similar characteristics to a previous request with respect to the information provided pursuant to Subsection 17.2.1 through 17.2.8 of Section 17.2 above. The burden of proof is upon Qwest to prove the BFR is not substantially similar to a previous BFR.

17.13 The total cost charged to Sprint shall not exceed the BFR quoted price.

17.14 Upon request, Qwest shall provide Sprint with Qwest's supporting cost data and/or studies for the Interconnection, Unbundled Network Element or ancillary service that Sprint wishes to order within seven (7) business days, except where Qwest cannot obtain a

release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of the Agreement.

17.15 Qwest shall make available a topical list of the BFRs that it has received from Sprint under this Agreement. The description of each item on that list shall be sufficient to allow Sprint to understand the general nature of the product, service, or combination thereof that has been requested and a summary of the disposition of the request as soon as it is made. Qwest shall also be required upon the request of Sprint to provide sufficient details about the terms and conditions of any granted requests to allow Sprint to elect to take the same offering under substantially identical circumstances. Qwest shall not be required to provide information about the request initially made by CLEC whose BFR was granted, but must make available the same kinds of information about what it offered in response to the BFR as it does for other products or services available under this Agreement. Sprint shall be entitled to the same offering terms and conditions made under any granted BFR, provided that Qwest may require the use of ICB pricing where it makes a demonstration to Sprint of the need therefore.

Section 18.0 - AUDIT PROCESS

18.1 Nothing in this Section 18 shall limit or expand the Audit provisions in the Performance Assurance Plan ("PAP"). Nothing in the PAP shall limit or expand the Audit provisions in this Section 18. For purposes of this section the following definitions shall apply:

18.1.1 "Audit" shall mean the comprehensive review of the books, records, and other documents used in the Billing process for services performed, including, without limitation, reciprocal compensation and facilities provided under this Agreement.

18.1.2 "Examination" shall mean an inquiry into a specific element or process related to the above. Commencing on the Effective Date of this Agreement, either Party may perform Examinations as either Party deems necessary.

18.2 This Audit shall take place under the following conditions:

18.2.1 Either Party may request to perform an Audit or Examination.

18.2.2 The Audit or Examination shall occur upon thirty (30) business days written notice by the requesting Party to the non-requesting Party.

18.2.3 The Audit or Examination shall occur during normal business hours. However, such Audit will be conducted in a commercially reasonable manner and both Parties will work to minimize disruption to the business operations of the Party being audited.

18.2.4 There shall be no more than two (2) Audits requested by each Party under this Agreement in any twelve (12) month period. Either Party may Audit the other Party's books, records and documents more frequently than twice in any twelve (12) month period (but no more than once in each quarter) if the immediately preceding Audit found previously uncorrected net variances, inaccuracies or errors in invoices in the audited Party's favor with an aggregate value of at least two percent (2%) of the amounts payable for the affected services during the period covered by the Audit.

18.2.5 The requesting Party may review the non-requesting Party's records, books and documents, as may reasonably contain information relevant to the operation of this Agreement.

18.2.6 The location of the Audit or Examination shall be the location where the requested records, books and documents are retained in the normal course of business.

18.2.7 All transactions under this Agreement which are over twenty-four (24) months old will be considered accepted and no longer subject to Audit. The Parties agree to retain records of all transactions under this Agreement for at least twenty-four (24) months.

18.2.8 Audit or Examination Expenses

18.2.8.1 Each Party shall bear its own expenses in connection with conduct of the Audit or Examination. The requesting Party will pay for the reasonable cost of special data extractions required by the Party to conduct the

Audit or Examination. For purposes of this section, a "Special Data Extraction" means the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to the requesting Party's specification and at that Party's expense, the requesting Party will specify at the time of request whether the program is to be retained by the other Party for reuse for any subsequent Audit or Examination.

18.2.8.2 Notwithstanding the foregoing, the audited Party shall pay all of the Auditing Party's commercially reasonable expenses in the event an Audit or Examination identifies a difference between the amount billed and the amount determined by the Audit that exceeds five percent (5%) of the amount billed and results in a refund and/or reduction in the Billing to the auditing Party.

18.2.9 The Party requesting the Audit may request that an Audit be conducted by a mutually agreed-to independent auditor, which agreement will not be unreasonably withheld or delayed by the non-requesting Party. Under this circumstance, the costs of the independent auditor shall be paid for by the Party requesting the Audit subject to Section 18.2.8.2.

18.2.10 In the event that the non-requesting Party requests that the Audit be performed by an independent auditor, the Parties shall mutually agree to the selection of the independent auditor. Under this circumstance, the costs of the independent auditor shall be shared equally by the Parties. The portion of this expense borne by the Auditing Party shall be borne by the Audited Party if the terms of Section 18.2.8.2 are satisfied.

18.2.11 Adjustments, credits or payments will be made and any corrective action must commence within thirty (30) Days after the Parties receipt of the final Audit report to compensate for any errors and omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. The interest rate payable shall be in accordance with Commission requirements. In the event that any of the following circumstances occur within thirty (30) business days after completion of the Audit or Examination, they may be resolved at either Party's election, pursuant to the Dispute Resolution Process: (i) errors detected by the Audit or Examination have not been corrected; (ii) adjustments, credits or payments due as a result of the Audit or Examination have not been made, or (iii) a dispute has arisen concerning the Audit or Examination.

18.2.12 Neither the right to examine and Audit nor the right to receive an adjustment will be affected by any statement to the contrary appearing on checks or otherwise.

18.2.13 This Section will survive expiration or termination of this Agreement for a period of two (2) years after expiration or termination of the Agreement.

18.3 All information received or reviewed by the requesting Party or the independent auditor in connection with the Audit is to be considered Proprietary Information as defined by this Agreement in Section 5.16. The non-requesting Party reserves the right to require any non-employee who is involved directly or indirectly in any Audit or the resolution of its findings as described above to execute a nondisclosure agreement satisfactory to the non-requesting Party. To the extent an Audit involves access to information of other competitors, Sprint and Qwest will aggregate such competitors' data before release to the other Party, to insure the protection of

the proprietary nature of information of other competitors. To the extent a competitor is an Affiliate of the Party being audited (including itself and its subsidiaries), the Parties shall be allowed to examine such Affiliate's disaggregated data, as required by reasonable needs of the Audit. Information provided in an Audit or Examination may only be reviewed by individuals with a need to know such information for purposes of this Section 18 and who are bound by the nondisclosure obligations set forth in Section 5.16. In no case shall the Confidential Information be shared with the Parties' retail marketing, sales or strategic planning.

18.3.1 Either Party may request an Audit of the other's compliance with this Agreement's measures and requirements applicable to limitations on the distribution, maintenance, and use of proprietary or other protected information that the requesting Party has provided to the other. Those Audits shall not take place more frequently than once in every three (3) years, unless cause is shown to support a specifically requested Audit that would otherwise violate this frequency restriction. Examinations will not be permitted in connection with investigating or testing such compliance. All those other provisions of this Agreement Section 18 that are not inconsistent herewith shall apply, except that in the case of these Audits, the Party to be audited may also request the use of an independent auditor.

Section 19.0 - CONSTRUCTION CHARGES

19.1 All rates, charges and initial service periods specified in this Agreement contemplate the provision of network Interconnection services and access to Unbundled Loops or ancillary services to the extent existing facilities are available. Except for modifications to existing facilities necessary to accommodate Interconnection and access to Unbundled Loops or ancillary services specifically provided for in this Agreement, Qwest will consider requests to build additional or further facilities for network Interconnection and access to Unbundled Loops or ancillary services, as described in the applicable section of this Agreement.

19.2 All necessary construction will be undertaken at the discretion of Qwest, consistent with budgetary responsibilities, consideration for the impact on the general body of End User Customers and without discrimination among the various Carriers.

19.3 A quote for Sprint's portion of a specific job will be provided to Sprint. The quote will be in writing and will be binding for ninety (90) business days after the issue date. When accepted, Sprint will be billed the quoted price and construction will commence after receipt of payment. If Sprint chooses not to have Qwest construct the facilities, Qwest reserves the right to bill Sprint for the expense incurred for producing the engineered job design.

19.4 In the event a construction charge is applicable, Sprint's service Application Date will become the date upon which Qwest receives the required payment.

Section 20.0 – SERVICE PERFORMANCE

20.1 Performance Indicator Definitions Performance Indicator Definitions (PIDs), in their current form as developed by the Regional Oversight Committee, are included in Exhibit B of this Agreement. Qwest will bring changes agreed to by the Long Term PID Administration (LTPA) to the Commission for modification of Exhibit B of the SGAT. Modification of PIDs that apply to the South Dakota Qwest Performance Assurance Plan, attached hereto as Exhibit K, shall be made in accordance with Section 16 of that Exhibit.

20.2 Incorporation of QPAP Pursuant to Section 13.2 of Exhibit K, CLEC adopts the QPAP.

Section 21.0 - NETWORK STANDARDS

21.1 The Parties recognize that Qwest services and Network Elements have been purchased and deployed, over time, to Telcordia and Qwest technical standards. Specification of standards is built into the Qwest purchasing process, whereby vendors incorporate such standards into the equipment Qwest purchases. Qwest supplements generally held industry standards with Qwest Technical Publications.

21.2 The Parties recognize that equipment vendors may manufacture Telecommunications equipment that does not fully incorporate and may differ from industry standards at varying points in time (due to standards development processes and consensus) and either Party may have such equipment in place within its network. Except where otherwise explicitly stated within this Agreement, such equipment is acceptable to the Parties, provided said equipment does not pose a security, service or safety hazard to persons or property.

21.3 Generally accepted and developed industry standards which the Parties agree to support include, but are not limited to:

21.3.1 Switching

GR-954-CORE LIDB

GR-2863-CORE AIN

GR-1428-CORE Toll Free Service

GR-1432-CORE TCAP

GR-905-CORE ISUP

GR-1357-CORE Switched Fractional DS1

GR-1298-CORE AIN Switching System Generic Requirements

GR-1299-CORE AIN Service Control Point Adjunct Interface Generic Requirements

TR-NWT-001284 AIN 0.1 Switching System Generic Requirements

GR-905-CORE Common Channel Signaling Network Interface Specification

GR-317-CORE Call Control Using Integrated Services Digital User Part (ISDNUP)

GR-1432-CORE CCS Network Interface Specification Telcordia TR-TSY-000540, Issue 2R2

GR-305-CORE

GR-1429-CORE

GR-2863-CORE

FR-64 LATA LSSGR

GR-334-CORE Switched Access Service

TR-NWT-000335 Voice Grade Special Access Services

TR-TSY-000529 Public LSSGR

TR-NWT-000505 LSSGR Call Processing

FR-NWT-000271 OSSGR

TR-NWT-001156 OSSGR Subsystem

SR-TSY-001171 System Reliability Analysis

21.3.2 Transport

Telcordia FR-440

TR-NWT-000499 (TSGR) Transport Systems Generic Requirements

GR-820-CORE Generic Transmission Surveillance; DS1 and DS3 Performance

GR-253-CORE Synchronous Optical Network Systems (SONET)

TR-NWT-000507 Transmission

TR-NWT-000776 NID for ISDN Subscriber Access

TR-INS-000342 High Capacity Digital Special Access Service

ST-TEC-000051 & 52 Telecommunications Transmission Engineering Handbooks Volumes 1 & 2

ANSI T1-102-1993 Digital Hierarchy – Electrical Interface, Annex B.

21.3.3 Loops

TR-NWT-000057 Functional Criteria for Digital Loop Carrier Systems Issue 2

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

GR-253-CORE SONET Common Generic Criteria

TR-NWT-000303 Integrated Digital Loop Carrier System Generic Requirements

TR-TSY-000673 Operations Interface for an IDLC System

GR-303-CORE Issue 1 Integrated Digital Loop Carrier System Generic Requirements

TR-NWT-000393 Generic Requirements for ISDN Basic Access Digital Subscriber Lines

TR-TSY-000008 Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch

TR-NWT-008 and 303

TA-TSY-000120 Subscriber Premises or Network Ground Wire

GR-49-CORE Generic Requirements for Outdoor Telephone Network Interface Requirements

TR-NWT-000239 Indoor Telephone Network Interfaces

TR-NWT-000937 Generic Requirements for Outdoor and Indoor Building Entrance

TR-NWT-000133 Generic Requirements for Network Inside Wiring

21.3.4 Local Number Portability

Number Portability Generic Switching and Signaling Requirements for Number Portability, Issue 1.00, February 12, 1996 (Editor – Lucent Technologies, Inc.);

Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.95, Final Draft, September 4, 1996 (Editor – Ameritech Inc.);

Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 (Editor – Nortel);

ATIS, TRQ No. 1, Technical Requirements for Number Portability Operator Services Switching Systems, April 1999;

ATIS, TRQ No. 2, Technical Requirements for Number Portability Switching Systems, April 1999;

ATIS, TRQ No. 3, Technical Requirements for Number Portability Database and Global Title Translation, April 1999;

FCC First Report and Order and Further Notice of Proposed Rulemaking; FCC 96-286; CC Docket 95-116, RM 8535; Released July 2, 1996;

FCC First Memorandum Opinion and Order on Reconsideration; FCC 97-74; CC Docket 95-116, RM 8535; Released March 11, 1997.

FCC Second Report and Order, FCC 97-298; CC Docket 95-116, RM 8535; Released August 18, 1997.

21.4 The Parties will cooperate in the development of national standards for Interconnection elements as the competitive environment evolves. Recognizing that there are no current national standards for Interconnection Network Elements, Qwest has developed its

own standards for some Network Elements, including:

Qwest Interconnection – Unbundled Loop #77384

Expanded Interconnection and Collocation for Private Line Transport and Switched Access Services - #77386

Unbundled Dedicated Interoffice Transport - #77389

Telecommunications Equipment Installation Guidelines - #77350

21.5 Qwest Technical Publications have been developed to support service offerings, inform End User Customers and suppliers, and promote engineering consistency and deployment of developing technologies. Qwest provides all of its Technical Publications at no charge via website:http://www.qwest.com/techpub/.

Section 22.0 - SIGNATURE PAGE

The Parties intending to be legally bound have executed this Agreement 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.

Sprint Communications Company L.P.

Signature

W. Richard Morris
Name Printed/Typed

Vice President, External Affairs
Title

December 18, 2003
Date

Qwest Corporation

Signature

L.T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

12/29/03
Date

Qwest Corporation

N/A
Signature

Deborah L. Petrie
Name Printed/Typed

V.P. Marketing & Sales Operations
Title

Date

EXHIBIT 1

SINGLE POINT OF PRESENCE WAIVER

Qwest will waive the requirement for Sprint to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

Sprint certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which Sprint seeks a waiver. Or, if Sprint does originate such traffic, that Sprint will route such traffic to a Non-Qwest network. In addition, Sprint certifies that it has no End User Customer in the serving area of the Qwest Access Tandem for which Sprint seeks a waiver.

Sprint will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, Sprint will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should Sprint desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, Sprint must first establish trunking to the Qwest access tandem. Additionally, should Sprint desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, Sprint must first establish trunking to the Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. Sprint will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. Sprint will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the Parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.

Exhibit B



Service Performance Indicator Definitions (PID)

14-State 271 PID Version 5.0 (a)

QWEST'S SERVICE PERFORMANCE INDICATOR DEFINITIONS (PID)

14-State 271 PID Version 5.0 (a)

Introduction

Qwest will report performance results for the service performance indicators defined herein. Qwest will report separate performance results associated with the services it provides to Competitive Local Exchange Carriers (CLECs) in aggregate (except as noted herein), to CLECs individually and, as applicable, to Qwest's retail customers in aggregate. Within these categories, performance results related to service provisioning and repair will be reported for the products listed in each definition. Reports for CLECs individually will be subject to agreements of confidentiality and/or nondisclosure.

The definitions in this version of the PID are the same as in the ROC 271 Working PID Version 5.0 (which is the reason for using the same version number). State specific standards for Arizona and Colorado, where unique, have been shown separately under affected PIDs to facilitate the creation of this unified PID document for the 14 states of Qwest's local service region. (As used herein, "ROC[1] States" refers to these 14 states, except where individual states are specified separately, in which case, "ROC States," refers to all other states in the 14-state region.)

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1 The Regional Oversight Committee or "ROC" is an organization of state regulatory commissions in Qwest's 14-state local services region.

Qwest's Service Performance Indicator Definitions

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Electronic Gateway Availability

GA-1 – Gateway Availability – IMA-GUI

Purpose:
Evaluates the quality of CLEC access to the IMA-GUI electronic gateway and two associated systems, focusing on the extent they are actually available to CLECs.

Description:

GA-1A: Measures the availability of the IMA (Interconnect Mediated Access- graphical user interface), and reports the percentage of Scheduled Availability Time the IMA interface is available for view and/or input.

- Scheduled Up Time hours for preorder, order, and provisioning transactions are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

GA-1B: Measures the availability of the "Fetch-N-Stuff" system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the Fetch-N-Stuff system is available. Scheduled times will be no less than the same hours as listed for IMA and EDI.

GA-1C: Measures the availability of the Data Arbiter system, which facilitates access for the IMA-GUI interface and the IMA-EDI interface (see GA-2), and reports the percentage of scheduled time the Data Arbiter system is available. Scheduled times will be no less than the same hours as listed for IMA and EDI.

- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-GUI, Fetch-N-Stuff, or Data Arbiter), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. Results will be reported as follows: GA-1A IMA Graphical User Interface Gateway GA-1B "Fetch–N-Stuff" system GA-1C Data Arbiter system

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-2 – Gateway Availability – IMA-EDI

Purpose:

Evaluates the quality of CLEC access to the EDI electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:

Measures the availability of EDI (Electronic Data Interchange) interface and reports the percentage of scheduled availability time the EDI Interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time hours for EDI based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., IMA-EDI), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level. (See GA-1 for reporting of "Fetch-n-Stuff" and Data Arbiter systems availability.)

Formula:

([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability Time During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-3 – Gateway Availability – EB-TA

Purpose:
Evaluates the quality of CLEC access to the EB-TA interface, focusing on the extent the gateway is actually available to CLECs.

Description:
Measures the availability of EB-TA (Electronic Bonding – Trouble Administration) interface and reports the percentage of scheduled availability time the EB-TA Interface is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EB-TA), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
([Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-4 – System Availability – EXACT

Purpose:
Evaluates the quality of CLEC batch access to the EXACT electronic access service request system, focusing on the extent the system is actually available to CLECs.

Description:
Measures the availability of EXACT system and reports the percentage of scheduled availability time the EXACT system is available.

- Scheduled Up Time hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time System is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the system is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., EXACT), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
([Number of Hours and Minutes EXACT is Available to CLECs During Reporting Period] ÷ [Number of Hours and Minutes of Scheduled Availability During Reporting Period]) x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-6 – Gateway Availability – GUI - Repair

Purpose:

Evaluates the quality of CLEC access to the GUI Repair electronic gateway, focusing on the extent the gateway is actually available to CLECs.

Description:

Measures the availability of the GUI (Graphical User Interface) repair electronic interface and reports the percentage of scheduled availability time the interface is available for view and/or input. All times during which the interface is scheduled to be operating during the reporting period are measured.

- Scheduled Up Time" hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.
- Time Gateway is Available to CLECs is equal to Scheduled Availability Time minus Outage Time.
- Scheduled Availability Time is equal to Scheduled Up Time minus Scheduled Down Time.
- Scheduled Down Time is time identified and communicated that the interface is not available due to maintenance and/or upgrade work. Notification of Scheduled Down Time for routine maintenance and/or upgrade work will be provided no less than 48 hours in advance.
- An outage is a critical or serious loss of functionality, attributable to the specified gateway or component (i.e., GUI-Repair), affecting Qwest's ability to serve its customers. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:

[Number of Hours and Minutes Gateway is Available to CLECs During Reporting Period ÷ Number of Hours and Minutes of Scheduled Availability Time During Reporting Period] x 100

Exclusions: None

Product Reporting: None	**Standard:** 99.25 percent
Availability: Available	**Notes:**

GA-7 – Timely Outage Resolution following Software Releases

Purpose:
Measures the timeliness of resolution of gateway or system outages attributable to software releases for specified OSS interfaces, focusing on CLEC-affecting software releases involving the specified gateways or systems.

Description:

- Measures the percentage of gateway or system outages, which are attributable to OSS system software releases and which occur within two weeks after the implementation of the OSS system software releases, that are resolved [NOTE 1] within 48 hours of detection by the Qwest monitoring group or reporting by a CLEC/co-provider.
- Includes software releases associated with the following OSS interfaces in Qwest: IMA-GUI, IMA-EDI, and CEMR [NOTE 2], Exchange Access, Control, & Tracking (EXACT)[NOTE 3], Electronic Bonding–Trouble Administration (EB -TA) [NOTE 4]
- An outage for this measurement is a critical or serious loss of functionality, attributable to the specified gateway or component, affecting Qwest's ability to serve its customers or data loss [NOTE 5] on the Qwest side of the interface. An outage is determined by Qwest technicians through the use of verifiable data, collected from the affected customer(s) and/or from mechanized event management systems.
- The outage resolution time interval considered in this measurement starts at the time Qwest's monitoring group detects a failure, or at the date/time of the first transaction sent to Qwest that cannot be processed (i.e. lost data), and ends with the time functionality is restored or the lost data is recovered.

Reporting Period: Monthly	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Total outages detected within two weeks of a Software Release that are resolved within 48 hours of the time Qwest detects the outage) ÷ (Total number of outages detected within two weeks of Software Releases resolved in the Reporting Period)] x 100

Exclusions:

- Outages in releases prior to any CLEC migrating to the release.
- Duplicate reports attributable to the same software defect.

Product Reporting: None	**Standard:** Volume = 1-20: 1 miss Volume > 20: 95%

Availability: Available	**Notes:** 1. "Resolved" means that service is restored to the reporting CLEC, as experienced by the CLEC. 2. CEMR replaced CTAS in April 01. CTAS has been retired. 3. EXACT is a Telecordia system. Only releases for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 4. Outages reported under EB-TA are the same as outages in MEDIACC. 5. For data loss to be considered for GA-7, a functional acknowledgement must have been provided for the data in question (e.g., EDI 997, LSR ID or trouble ticket number).

Pre-Order/Order

PO-1 – Pre-Order/Order Response Times

Purpose:
Evaluates the timeliness of responses to specific preordering/ordering queries for CLECs through the use of Qwest's Operational Support Systems (OSS). Qwest's OSS are accessed, through the specified gateway interface.

Description:
PO-1A & PO-1B:
Measures the time interval between query and response for specified pre-order/order transactions through the electronic interface.

- Measurements are made using a system that simulates the transactions of requesting pre-ordering/ordering information from the underlying existing OSS. These simulated transactions are made through the operational production interfaces and existing systems in a manner that reflects, in a statistically-valid manner, the transaction response times experienced by CLEC service representatives in the reporting period.
- The time interval between query and response consists of the period from the time the transaction request was "sent" to the time it is "received" via the gateway interface.
- A query is an individual request for the specified type of information.

PO-1C:

- Measures the percentage of all IRTM Queries measured by PO-1A & 1B transmitted in the reporting period that timeout before receiving a response.

PO-1D:

- Measures the average response time for a sampling of rejected queries across preorder transaction types. The response time measured is the time between the issuance of a pre-ordering transaction and the receipt of an error message associated with a "rejected query." A rejected query is a transaction that cannot be successfully processed due to the provision of incomplete or invalid information by the sender, which results in an error message back to the sender. NOTE 5

Reporting Period: One month	**Unit of Measure:** PO-1A, PO-1B, & PO-1D: Seconds PO-1C: Percent

PO-1 – Pre-Order/Order Response Times (continued)

Reporting Comparisons: CLEC aggregate.	**Disaggregation Reporting:** Region-wide level. Results are reported as follows: PO-1A Pre-Order/Order Response Time for IMA PO-1B Pre-Order/Order Response Time for EDI Results are reported separately for each of the following transaction types: NOTE 1 1. Appointment Scheduling (Due Date Reservation, where appointment is required) 2. Service Availability Information 3. Facility Availability 4. Street Address Validation 5. Customer Service Records 6. Telephone Number 7. Loop Qualification Tools NOTE 9 8. Resale of Qwest DSL Qualification 9. Connecting Facility Assignment NOTE 7 10. Meet Point Inquiry NOTE 8 For PO-1A (transactions via IMA), in addition to reporting total response time, response times for each of the above transactions will be reported in two parts: (a) time to access the request screen, and (b) time to receive the response for the specified transaction. For PO-1B (transactions via EDI), request/response will be reported as a combined number. For PO-1A 6. Telephone Number, a third part (c) accept screen, will be reported. NOTE 6 PO-1C Results for PO-1C will be reported according to the gateway interface used: 1. Percent of Preorder Transactions that Timeout IMA 2. Percent of Preorder Transactions that Timeout EDI PO-1D Results for PO-1D will be reported according to the gateway interface used: 1. Rejected Response Times for IMA 2. Rejected Response Times for EDI

Formula:

PO-1A & PO-1B = Σ[(Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Queries Submitted in Reporting Period)

PO-1C = [(Number of IRTM Queries measured by PO-1A & 1B that Timeout before receiving response) ÷ (Number of IRTM Queries Transmitted in Reporting Period)] x 100

PO-1D = Σ[(Rejected Query Response Date & Time) – (Query Submission Date & Time)] ÷ (Number of Rejected Query Transactions Simulated by IRTM)

Exclusions:

PO-1A & PO-1B:

- Rejected requests/errors, and timed out transactions

PO-1C:

- Rejected requests and errors

PO-1D:

- Timed out transactions

PO-1 – Pre-Order/Order Response Times (continued)

Product Reporting: None	**Standard:**	IMA	EDI
	Total Response Time:		
	1. Appointment Scheduling	<10 seconds	<10 seconds
	2. Service Availability Information	<25 seconds[2]	<25 seconds[2]
	3. Facility Availability	<25 seconds[3]	<25 seconds[3]
	4. Street Address Validation	<10 seconds	<10 seconds
	5. Customer Service Records	<12.5 seconds[3]	<12.5 seconds[3]
	6. Telephone Number	<10 seconds	<10 seconds
	7. Loop Qualification Tools NOTE 9	≤ 20 seconds[4]	≤ 20 seconds
	8. Resale of Qwest DSL Qualification	≤ 20 seconds[4]	≤ 20 seconds
	9. Connecting Facility Assignment	ROC States: TBD AZ: ≤ 25 seconds	ROC States: TBD AZ: ≤ 25 seconds
	10. Meet Point Inquiry	ROC States: TBD AZ: ≤ 30 seconds	ROC States: TBD AZ: ≤ 30 seconds
	PO-1C-1	0.5%	
	PO-1C-2	0.5%	
	PO-1D-1 & 2	Diagnostic	

Availability:
Available

Notes:

1. As additional transactions, currently done manually, are mechanized, they will be measured and added to or included in the above list of transactions, as applicable.
2. Effective 9/1/00 Qwest reduced the Service Availability Benchmark from 30 seconds to 25 seconds.
3. Times reflect non-complex services, including residential, simple business, or POTS account. Does not include ADSL or accounts >25 lines.
4. Benchmark applies to response time only. Request time and Total time will also be reported.
5. As agreed to in the January 25 & 26 PID workshop, rejected query types used in PO-1D will be those developed for internal Qwest diagnostic purposes.
6. With IMA 7.0, effective April 23, 2001, Appointment Scheduling for GUI and EDI and Telephone Number for EDI no longer include an accept screen. Therefore beginning with April 2001 results, the accept screen results will no longer be reported.
7. Results based on Connecting Facility Assignment by Unit Query.
8. Results based on Meet Point Query, POTS Splitter option for Shared loops.
9. Effective with Feb 02 data, results based on a weighted combination of ADSL Loop Qualification and Raw Loop Data Tool. For Jan 02 data and prior, results for transaction 7 were based on ADSL Loop Qualification only.

PO-2 – Electronic Flow-through

Purpose:
Monitors the extent Qwest's processing of CLEC Local Service Requests (LSRs) is completely electronic, focusing on the degree that electronically-transmitted LSRs flow directly to the service order processor without human intervention or without manual retyping.

Description:
PO-2A - Measures the percentage of all electronic LSRs that flow from the specified electronic gateway interface to the Service Order Processor (SOP) without any human intervention.

- Includes all LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.

PO-2B – Measures the percentage of all flow-through-eligible LSRs [NOTE 1] that flow from the specified electronic gateway interface to the SOP without any human intervention.

- Includes all flow-through-eligible LSRs that are submitted electronically through the specified interface during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for PO-2A and PO-2B will be reported according to the gateway interface* used to submit the LSR: 1 LSRs received via IMA 2 LSRs received via EDI *CO also reports an aggregate of IMA and EDI results.

Formula:

PO-2A = [(Number of Electronic LSRs that pass from the Gateway Interface to the SOP without human intervention) ÷ (Total Number of Electronic LSRs that pass through the Gateway Interface)] x 100

PO-2B = [(Number of flow-through-eligible Electronic LSRs that actually pass from the Gateway Interface to the SOP without human intervention) ÷ (Number of flow-through-eligible Electronic LSRs received through the Gateway Interface)] x 100

Exclusions:

- Rejected LSRs and LSRs containing CLEC-caused non-fatal errors.
- Non-electronic LSRs (e.g., via fax or courier).
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

PO-2 – Electronic Flow-through (continued)

Product Reporting:
- Resale
- Unbundled Loops (with or without Local Number Portability)
- Local Number Portability
- UNE-P (POTS)

Standard:
PO-2A:
ROC States: Diagnostic
CO: CO PO-2B benchmarks minus 10 percent NOTE 3
PO-2B:
ROC States:

Beginning →	Jan 02	Jul 02	Jan 03
Resale:	90%	95%	95%
Unb Loops:	70%	80%	85%
LNP:	90%	95%	95%
UNE-P:	75%	90%	95%

AZ & CO NOTE 3

Beginning →	Jan 02	Jul 02	Jan 03	Jul 03
Resale:	80%	90%	95%	95%
Unb Loops:	60%	70%	80%	85%
LNP:	80%	90%	95%	95%
UNE-P:	60%	75%	90%	95%

Availability:
Available

Notes:
1. The list of LSR types classified as eligible for flow through is contained in the "LSRs Eligible for Flow Through" matrix. This matrix also includes availability for enhancements to flow through. Matrix will be distributed through the CMP process.
2. Effective with Mar 02 data results reflect the implementation of the exclusion for LSRs containing CLEC-caused non-fatal errors.
3. In Colorado the standard for PO-2 is considered met if the standard for either PO-2A or PO-2B is met. For both PO-2A and PO-2B, the benchmark percentages shown apply to the aggregations of PO-2A-1 and PO-2A-2 (i.e., the combined PO-2A result) and of PO-2B-1 and PO-2B-2 (i.e., the combined PO-2B result).

PO-3 – LSR Rejection Notice Interval

Purpose:
Monitors the timeliness with which Qwest notifies CLECs that electronic and manual LSRs were rejected.

Description:
Measures the interval between the receipt of a Local Service Request (LSR) and the rejection of the LSR for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information, duplicate request or LSR/PON (purchase order number), no separate LSR for each account telephone number affected, no valid contract, no valid end user verification, account not working in Qwest territory, service-affecting order pending, request is outside established parameters for service, and lack of CLEC response to Qwest question for clarification about the LSR.
- Included in the interval is time required for efforts by Qwest to work with the CLEC to avoid the necessity of rejecting the LSR.
- With hours: minutes reporting, hours counted are (1) business hours for manual rejects (involving human intervention) and (2) published Gateway Availability hours for auto-rejects (involving no human intervention). Business hours are defined as time during normal business hours of the Wholesale Delivery Service Centers, except for PO-3C in which hours counted are workweek clock hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period: One month	**Unit of Measure:** PO-3A-1, PO-3B-1 & PO-3C - Hrs: Mins. PO-3A-2 & PO-3B-2 – Mins: Secs.

Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Results for this indicator are reported according to the gateway interface used to submit the LSR: • PO-3A-1, LSRs received via IMA and rejected manually: Statewide • PO-3A –2, LSRs received via IMA and auto-rejected: Region wide • PO-3B-1, LSRs received via EDI and rejected manually: Statewide • PO-3B –2, LSRs received via EDI and auto-rejected: Region wide • PO-3C, LSRs received via facsimile: Statewide

Formula:
Σ [(Date and time of Rejection Notice transmittal) – (Date and time of LSR receipt)] ÷ (Total number of LSR Rejection Notifications)

Exclusions:

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Not applicable (reported by ordering interface).	**Standard:** • PO-3A-1 and -3B-1: ≤ 12 business hours • PO-3A -2 and -3B -2: ≤ 18 seconds • PO-3C: ≤ 24 work week clock hours
Availability: Available	**Notes:**

PO-4 – LSRs Rejected

Purpose:
Monitors the extent LSRs are rejected as a percentage of all LSRs to provide information to help address potential issues that might be raised by the indicator of LSR rejection notice intervals.

Description:
Measures the percentage of LSRs rejected (returned to the CLEC) for standard categories of errors/reasons.

- Includes all LSRs submitted through the specified interface that are rejected or FOC'd during the reporting period.
- Standard reasons for rejections are: missing/incomplete/mismatching/unintelligible information; duplicate request or LSR/PON (purchase order number); no separate LSR for each account telephone number affected; no valid contract; no valid end user verification; account not working in Qwest territory; service-affecting order pending; request is outside established parameters for service; and lack of CLEC response to Qwest question for clarification about the LSR.

Reporting Period: One month	**Unit of Measure:** Percent of LSRs
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Results for this indicator are reported according to the gateway interface used to submit the LSR: PO-4A-1 LSRs received via IMA and rejected manually – Region wide PO-4A -2 LSRs received via IMA and auto-rejected – Region wide PO-4B-1 LSRs received via EDI and rejected manually – Region wide PO-4B -2 LSRs received via EDI and auto-rejected – Region wide PO-4C LSRs received via facsimile – Statewide

Formula:
[(Total number of LSRs rejected via the specified method in the reporting period) ÷ (Total of all LSRs that are received via the specified interface that were rejected or FOC'd in the reporting period)] x 100

Exclusions:

- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Product Reporting: Not applicable (reported by ordering interface).	**Standard:** Diagnostic
Availability: Available	**Notes:**

PO-5 – Firm Order Confirmations (FOCs) On Time

Purpose:
Monitors the timeliness with which Qwest returns Firm Order Confirmations (FOCs) to CLECs in response to LSRs/ASRs received from CLECs, focusing on the degree to which FOCs are provided within specified intervals.

Description:
Measures the percentage of Firm Order Confirmations (FOCs) that are provided to CLECs within the intervals specified under "Standards" below for FOC notifications.

- Includes all LSRs/ASRs that are submitted through the specified interface or in the specified manner (i.e., facsimile) that receive an FOC during the reporting period, subject to exclusions specified below. (Acknowledgments sent separately from an FOC (e.g., EDI 997 transactions are not included.)
- For PO-5A, the interval measured is the period between the LSR received date/time (based on scheduled up time) and Qwest's response with a FOC notification (notification date and time).
- For PO-5B, 5C, and 5D, the interval measured is the period between the application date and time, as defined herein, and Qwest's response with a FOC notification (notification date and time).
- "Fully electronic" LSRs are those (1) that are received via IMA or EDI, (2) that involve no manual intervention, and (3) for which FOCs are provided mechanically to the CLEC. NOTE 2
- "Electronic/manual" LSRs are received electronically via IMA or EDI and involve manual processing.
- "Manual" LSRs are received manually (via facsimile) and processed manually.
- ASRs are measured only in business days.
- LSRs will be evaluated according to the FOC interval categories shown in the "Standards" section below, based on the number of lines/services requested on the LSR or, where multiple LSRs from the same CLEC are related, based on the combined number of lines/services requested on the related LSRs.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level (per multi-state system serving the state). Results for this indicator are reported as follows: • PO-5A:* FOCs provided for fully electronic LSRs received via: – PO-5A-1 IMA – PO-5A-2 EDI • PO-5B:* FOCs provided for electronic/manual LSRs received via: – PO-5B-1 IMA – PO-5B-2 EDI • PO-5C:* FOCs provided for manual LSRs received via Facsimile. • PO-5D: FOCs provided for ASRs requesting LIS Trunks. * Each of the PO-5A, PO-5B and PO-5C measurements listed above will be further disaggregated as follows: – (a) FOCs provided for Resale services and UNE-P – (b) FOCs provided for Unbundled Loops and specified Unbundled Network Elements – (c) FOCs provided for LNP

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

Formula:

PO-5A = {[Count of LSRs for which the original FOC's "(FOC Notification Date & Time) - (LSR received date/time (based on scheduled up time))" is within 20 minutes] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

PO-5B, 5C, & 5D = {[Count of LSRs/ASRs for which the original FOC's "(FOC Notification Date & Time) - (Application Date & Time)" is within the intervals specified for the service category involved] ÷ (Total Number of original FOC Notifications transmitted for the service category in the reporting period)} x 100

Exclusions:

- LSRs/ASRs involving individual case basis (ICB) handling based on quantities of lines, as specified in the "Standards" section below, or service/request types, deemed to be projects.
- Hours on Weekends and holidays. (Except for PO-5A which only excludes hours outside the scheduled up time).
- LSRs with CLEC-requested FOC arrangements different from standard FOC arrangements.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Duplicate LSR numbers. (Exclusion to be eliminated upon implementation of IMA capability to disallow duplicate LSR #'s.)
- Invalid start/stop dates/times.

Additional PO-5D exclusion:

- Records with invalid application or confirmation dates.

Product Reporting:

- For PO-5A, -5B and -5C:
  (a) Resale services UNE-P (POTS) and UNE-P Centrex
  (b) Unbundled Loops and specified Unbundled Network Elements.
  (c) LNP
- For PO-5D: LIS Trunks.

Standards:

- For PO-5A (all): **95%** within 20 minutes NOTE 2
- For PO-5B (all): **90%** within standard FOC intervals (specified below)
- For PO-5C (manual): **90%** within standard FOC intervals specified below PLUS 24 hours NOTE 3
- For PO-5D (LIS Trunks): **85%** within eight business days

Standard FOC Intervals for PO-5B and PO-5C

Product Group NOTE 1		FOC Interval
Resale		**24 hours**
Residence and Business POTS	1-39 lines	
ISDN-Basic	1-10 lines	
– Conversion As Is		
– Adding/Changing features		
– Add primary directory listing to established loop		
– Add call appearance		
Centrex Non-Design with no Common Block Configuration	1-19 lines	
Centrex line feature changes/adds/removals (all)		
LNP	1-24 lines	
Unbundled Loops 2/4 Wire analog DS3 Capable	1-24 loops	
Sub-loop [included in Product Reporting group (b)]	1-24 sub-loops	
Shared-loop/Line-sharing [included in Product Reporting group (b)]	1-24 shared loops	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Unbundled Network Element–Platform (UNE-P POTS) 1 – 39 lines	

PO-5 – Firm Order Confirmations (FOCs) On Time (continued)

	Resale ISDN-Basic 1-10 lines – Conversion As Specified – New Installs – Address Changes – Change to add Loop ISDN-PRI (Facility) 1-3 PBX 1-24 trunks DS0 or Voice Grade Equivalent 1-24 DS1 Facility 1-24 DS3 Facility 1-3	**48 hours**
	LNP 25-49 lines	
	Resale Centrex (including Centrex 21, Non-design, Centrex 21 Basic ISDN, Centrex-Plus, Centron, Centrex Primes) 1-10 lines – With Common Block Configuration required – Initial establishment of Centrex CMS services – Tie lines or NARs activity – Subsequent to initial Common Block – Station lines – Automatic Route Selection – Uniform Call Distribution – Additional numbers	**72 hours**
	UNE-P Centrex 1-10 lines **UNE-P Centrex 21** 1-10 lines	
	Unbundled Loops with Facility Check(NOTE 2, 3) 1 – 24 loops 2/4 wire Non-loaded ADSL compatible ISDN capable XDSL-I capable DS1 capable	
	Resale ISDN-PRI (Trunks) 1-12 trunks	**96 hours**
	For PO-5D: LIS Trunks 1-240 trunk circuits	**8 business days**

Availability: Available	**Notes:** 1. LSRs with quantities above the highest number specified for each product type are considered ICB. 2. Unbundled Loop with Facility Check can be processed electronically; however, because this category always carries a 72-hour FOC interval the FOC results for this product will appear in PO-5B if received electronically or PO-5C if received manually. 3. Unbundled Loop with Facility Check will not add an additional 24 hours to the 72-hour interval if the LSR is submitted manually.

PO-6 – Work Completion Notification Timeliness

Purpose:
To evaluate the timeliness of Qwest issuing electronic notification at an LSR level to CLECs that provisioning work on all service orders that comprise the CLEC LSR have been completed in the Service Order Processor and the service is available to the customer.

Description:
PO-6A & 6B:

- Includes all orders completed in the Qwest Service Order Processor that generate completion notifications in the reporting period, subject to exclusions shown below.
- The start time is the date/time when the last of the service orders that comprise the CLEC LSR is posted as completed in the Service Order Processor.
- The end time is when the electronic order completion notice is made available (IMA) NOTE 1 or transmitted NOTE 2 (EDI) to the CLEC via the ordering interface used to place the local service request. The notification is transmitted at an LSR level when all service orders that comprise the CLEC LSR are complete.
- With hours: minutes reporting, hours counted are during the published Gateway Availability hours. Gateway Availability hours are based on the currently published hours of availability found on the following website: http://www.qwest.com/wholesale/cmp/ossHours.html.

Reporting Period:	**Unit of Measure:**
One month	PO-6A - 6B: Hrs:Mins

Reporting Comparisons: CLEC aggregate and individual CLEC results.	**Disaggregation Reporting:** Statewide level. • PO-6A Notices transmitted via IMA • PO-6B Notices transmitted via EDI

Formula:
For completion notifications generated from LSRs received via IMA-GUI:
PO–6A = Σ((Date and Time Completion Notification made available to CLEC) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor)) ÷ (Number of completion notifications made available in reporting period)

For completion notifications generated from LSRs received via IMA-EDI:
PO–6B = Σ((Date and Time Completion Notification transmitted to CLEC) - (Date and Time the last of the service orders that comprise the CLEC LSR is completed in the Service Order Processor.)) ÷ (Number of completion notifications transmitted in reporting period)

Exclusions:
PO – 6A & 6B:

- Records with invalid completion dates.
- LSRs submitted manually (e.g., via facsimile).
- ASRs submitted via EXACT.

Product Reporting:	**Standard:**
PO – 6A & 6B Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	6 hours

Availability:	**Notes:**
Available	1. The time a notice is "made available" via the IMA-GUI is the time Qwest stores a status update related to the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window or by using the LSR Notice Inquiry function. 2. Initially the end time for PO-6B was the time a notice is "made available" via IMA-EDI. This is the time Qwest completed processing for the completion notice in IMA immediately prior to transmission. Qwest developed the ability to

PO-7 – Billing Completion Notification Timeliness (continued)

	capture the transmission date and time from EDI and began basing the end time on the EDI transmit date and time effective with Jan 02 data.

PO-7 – Billing Completion Notification Timeliness

Purpose:
To evaluate the timeliness with which electronic billing completion notifications are made available or transmitted to CLECs, focusing on the percentage of notifications that are made available or transmitted (for CLECs) or posted in the billing system (for Qwest retail) within five business days.

Description:
PO-7A & 7B:

- This measurement includes all orders posted in the CRIS billing system for which billing completion notices are made available or transmitted in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time a service order is completed in the SOP to the time billing completion for the order is made available or transmitted to the CLEC.
  - The time a notice is "made available" via the IMA-GUI consists of the time Qwest stores the completion notice in the IMA Status Updates database. When this occurs, the notice can be immediately viewed by the CLEC using the Status Updates window.
  - The time a notice is "transmitted" via IMA-EDI consists of the time Qwest actually transmits the completion notice via EDI. Applicable only to those CLECs who are certified and setup to receive the notices via EDI. NOTE 1
- The start time is when the completion of the service order is posted in the Qwest SOP. The end time is when, confirming that the order has been posted in the CRIS billing system, the electronic billing completion notice is made available to the CLEC via the same ordering interface (IMA-GUI or IMA-EDI) as used to submit the LSR.
- Intervals counted in the numerator of these measurements are those that are five business days or less.

PO-7C:

- This measurement includes all retail orders posted in the CRIS Billing system in the reporting period, subject to exclusions shown below.
- Intervals used in this measurement are from the time an order is completed in the SOP to the time it is posted in the CRIS billing system.
- The start time is when the completion of the order is posted in the SOP. The end time is when the order is posted in the CRIS billing system.
- Intervals counted in the numerator of this measurement are those that are five business days or less.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
PO-7A and -7B: CLEC aggregate and individual CLEC results. PO-7C: Qwest retail results.	• PO-7A Notices made available via IMA-GUI • PO-7B Notices transmitted via IMA-EDI • PO-7C Billing system posting completions for Qwest Retail

Formula:

For wholesale service orders Qwest generates for LSRs received via IMA:

PO-7A = (Number of electronic billing completion notices in the reporting period made available within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices made available during the reporting period)

PO-7B = (Number of electronic billing completion notices in the reporting period transmitted within five business days of posting complete in the SOP) ÷ (Total Number of electronic billing completion notices transmitted during the reporting period)

For service orders Qwest generates for retail customers (i.e., the retail analogue for PO-7A & -7B):

PO-7C = (Total number of retail service orders posted in the CRIS billing system in the reporting period that were posted within 5 business days) ÷ (Total number of retail service orders posted in the CRIS billing system in the reporting period)

PO-7 – Billing Completion Notification Timeliness (continued)

Exclusions:

PO-7A, 7B & 7C

- Services that are not billed through CRIS, e.g. Resale Frame Relay.
- Records with invalid completion dates.

PO-7A & 7B

- LSRs submitted manually.
- ASRs submitted via EXACT.

Product Reporting:	**Standard:**
Aggregate reporting for all products ordered through IMA-GUI and, separately, IMA-EDI (see disaggregation reporting).	PO-7A and -7B: Parity with PO-7C

Availability:	**Notes:**
Available	1. Prior to Jan 02 the end time for EDI was based on the time a notice was "made available". The time a notice was "made available" via IMA-EDI consisted of the time Qwest completed processing for the completion notice in IMA immediately prior to transmission of the EDI notification.

PO-8 – Jeopardy Notice Interval

Purpose:
Evaluates the timeliness of jeopardy notifications, focusing on how far in advance of original due dates jeopardy notifications are provided to CLECs (regardless of whether the due date was actually missed).

Description:
Measures the average time lapsed between the date the customer is first notified of an order jeopardy event and the original due date of the order.

- Includes all orders completed in the reporting period that received jeopardy notifications.

Reporting Period: One month	**Unit of Measure:** Average Business days NOTE 1
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
[Σ(Date of the original due date of orders completed in the reporting period that received jeopardy notification – Date of the first jeopardy notification) ÷ Total orders completed in the reporting period that received jeopardy notification]

Exclusions:

- Jeopardies done after the original due date is past.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:**
A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks D UNE-P (POTS)	A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) services D Parity with Retail POTS
Availability: Available	**Notes:** 1. Effective with Dec 01 data in the Apr 02 report, for PO-8A and -D, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS) and for all other products reported under PO-8B and -8C, Saturday is counted as a business day when the service order is due on Saturday.

PO-9 – Timely Jeopardy Notices

Purpose:
When original due dates are missed, measures the extent to which Qwest notifies customers in advance of jeopardized due dates.

Description:
Measures the percentage of late orders for which advance jeopardy notification is provided.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed in the reporting period that missed the original due date. Change order types included in this measurement consist of all C orders representing inward line activity (with "I" and "T" action-coded line USOCs). NOTE 1
- Missed due date orders with jeopardy notifications provided on or after the original due date is past will be counted in the denominator of the formula but will not be counted in the numerator.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. (This measure is reported by jeopardy notification process as used for the categories shown under Product Reporting.)

Formula:
(Total missed due date orders completed in the reporting period that received jeopardy notification in advance of original due date) ÷ (Total number of missed due date orders completed in the reporting period) x 100

Exclusions:

- Orders missed for customer reasons.
- Records with invalid product codes.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:**
A Non-Designed Services B Unbundled Loops (with or without Number Portability) C LIS Trunks (available) D UNE-P (POTS)	A Parity with Retail POTS B Parity with Retail POTS C Parity with Feature Group D (FGD) Services D Parity with Retail POTS
Availability: Available	**Notes:** 1. Prior to Aug 01 results, the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.

PO-10 – LSR Accountability

Purpose:
Evaluates the degree to which Qwest can account for all LSRs received electronically.

Description:
Measures the number of LSRs received via IMA-GUI and IMA-EDI interfaces that Qwest has issued (confirmed) or accounted for in specific status categories, as a percentage of all LSRs received in the reporting period.

- Includes all LSRs that are received via the IMA-GUI and IMA-EDI interfaces, subject to exclusions specified below.
- Status categories accounted for include:
  - Pending (i.e., assigned to a center representative for handling);
  - Supplemented (i.e., subsequent version of request that has not been confirmed or rejected at time of reporting);
  - Cancelled (by the CLEC prior to Qwest returning confirmation to the CLEC);
  - Rejected (i.e., rejection notice has been sent to the CLEC);
  - Issued (i.e., the order has been processed and confirmation has been returned to the CLEC);
  - Error (i.e., auto-logging error indicating a field value mismatch between the electronic interface and the Customer Request Management (CRM) system, at time of reporting, in parallel with the ordering processing in a manner that does not impede timeliness);
  - Project (i.e., routed to project management for handling);

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate results	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Count of all LSRs issued or in status categories specified above) ÷ (Total number of LSRs received in reporting period)] x 100 NOTE 1

Exclusions:

- Front-end rejects (e.g., 997notifications) that would not be eligible for confirmation or rejection

Product Reporting: None	**Standard:** **ROC States:** Diagnostic NOTE 2 **CO:** 99 percent

Availability: Available	**Notes:** 1. Results that nominally exceed 100 percent may be due to timing differences in obtaining the quantities for the status categories (numerator) and for the total LSRs received (denominator). It is also possible for results to nominally fall short of 100 percent for the same reason. 2. Because Qwest has a mechanized auto-logging process for tracking LSRs, Qwest believes the ROC TAG will determine this measurement to be unnecessary after being audited in the ROC Test. Accordingly, Qwest may approach the TAG to withdraw this measurement after the Test, after reporting multiple consecutive months demonstrating that Qwest adequately tracks and accounts for LSRs.

PO-15 – Number of Due Date Changes per Order

Purpose:
To evaluate the extent to which Qwest changes due dates on orders.

Description:
Measures the average number of Qwest due date changes per order.

- Includes all inward orders (Change, New, and Transfer order types) that have been assigned a due date in the reporting period subject to the exclusions below. Change order types for additional lines consist of all "C" orders representing inward activity (with "I" and "T" action coded line USOCs.[NOTE 1].
- Counts all due date changes made for Qwest reasons following assignment of the original due date.

Reporting Period: One month	**Unit of Measure:** Average Number of Due Date Changes
Reporting Comparisons: CLEC aggregate, individual CLEC, and Qwest retail results.	**Disaggregation Reporting:** Statewide level.

Formula:
Σ(Count of Qwest due date changes on all orders) ÷ (Total orders in reporting period)

Exclusions:

- Customer requested due date changes.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:**
None	Diagnostic

Availability:	**Notes:**
Available	1. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.

PO-16– Timely Release Notifications

Purpose:
Measures the percent of release notifications for changes to specified OSS interfaces sent by Qwest to CLECs within the intervals specified within the intervals and scope specified within the change management plan found on Qwest's Change Management Process, (CMP) website at http://www.qwest.com/wholesale/cmp/whatiscmp.html.

Description:

- Measures the percent of timely release notices that are sent by Qwest within the intervals/timeframes prescribed by the release notification procedure on Qwest's CMP website. NOTE 1
  - Release notices measured are:
    - Draft Technical Specifications (for App to App interfaces only);
    - Final Technical Specifications (for App to App interfaces only);
    - Draft Release Notices (for GUI interfaces only);
    - For the following OSS interfaces:
      - IMA-GUI, IMA-EDI;
      - CEMR; NOTE 2
      - Exchange Access, Control, & Tracking (EXACT); NOTE 3
      - Electronic Bonding - Trouble Administration (EB -TA); NOTE 4
      - IABS and CRIS Summary Bill Outputs; NOTE 7
      - Loss and Completion Records; NOTE 7
      - New OSS interfaces (for introduction notices only.) NOTE 6
    - Also included are notifications for connectivity or system function changes to Resale Product Database.
    - Includes OSS interface release notifications by Qwest relating to the following products and service categories: LIS/Interconnection, Collocation, Unbundled Network Elements (UNE), Ancillary, and Resale Products and Services.
    - Includes OSS interface release notifications by Qwest to CLECs for the following OSS functions: Pre-Ordering, Ordering, Provisioning, Repair and Maintenance, and Billing.
    - Includes Types of Changes as specified in the "Qwest Wholesale Change Management Process Document" (Section 4 – Types of Changes).
  - Includes all OSS interface release notifications pertaining to the above OSS systems, subject to the exclusions specified below.
- Release Notifications sent on or before the date required by the CMP are considered timely. A release notification "sent date" is determined by the date of the e-mail sent by Qwest that provides the Release Notification. NOTE 8
- Release Notifications sent after the date required by the (CMP) are considered untimely. Release Notifications required but not sent are considered untimely.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide level.

Formula:
[(Number of required release notifications for specified OSS interface changes made within the reporting period that are sent on or before the date required by the change management plan (CMP) ÷ Total number of required release notifications for specified OSS interface changes within reporting period)]x100

Exclusions:

- Changes to be implemented on an expedited basis (exception to OSS notification intervals) as mutually agreed upon by CLECs and Qwest through the CMP.
- Changes where Qwest and CLECs agree, through the CMP, that notification is unnecessary.

Product Reporting: None	**Standard:** Vol. 1-10: No more than one

PO-16 Timely Release Notifications (continued)

	untimely notification Vol. > 10: 92.5% timely notifications
Availability: Available	**Notes:** 1. The Change Management Process (CMP) specifies the intervals for release notifications by type of notification. These intervals are documented in the change management plan. 2. CEMR replaced CTAS in April 01. CTAS will not be included in this measure because it is scheduled for retirement at the end of May 01. 3. EXACT is a Telecordia system. Only release notifications for changes initiated by Qwest for hardware or connectivity will be included in this measurement. 4. EB-TA is the same system as MEDIACC. 5. The documents described in section "9.0 – Retirement of Existing OSS Interfaces" of the "Qwest Wholesale Change Management Process Document" as "Initial Retirement Notice" and "Final Retirement Notice." 6. The documents described in section "7.0 – Introduction of New OSS Interface" of the "Qwest Wholesale Change Management Process Document" as "Initial Release Announcement and Preliminary Implementation Plan" (new App to App only), "Initial Interface Technical Specification" (new App to App only), "Final Interface Technical Specifications (new App to App only), "Release Notification" (new GUI only). CMP notices for "Introduction of a New OSS" are to be included in this measurement even though the new system is not explicitly listed in the "Description" section of this PID. However, once implemented, the system will not be added to the measurement for purposes of measuring release, change and retirement notifications unless specifically incorporated as an authorized change to the PID. 7. CRIS, IABS, and Loss and Completions will adhere to the notification intervals documented in section 8.1 – Changes to Existing Application to Application Interface. 8. Prior to April 4, 2002 the interval used to determine timeliness was based on CICMP guidelines. Effective April 4, 2002 the intervals used to determine timeliness are based on CMP guidelines.

PO-19 – Stand-Alone Test Environment (SATE) Accuracy

Purpose:
Evaluates Qwest's ability to provide accurate production-like tests to CLECs for testing both new releases and between releases in the SATE environment.

Description:

- Measures the percentage of test transactions published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* that are successfully executed in SATE at the time a new IMA Release is deployed to SATE. In months where no release activity occurs, measures the percentage of test transactions published in the current IMA EDI Data Document-for the Stand Alone Test Environment (SATE) that are successfully executed in SATE during the mid-release monthly performance test.
- Includes one test transaction for each scenario published in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE).*
- Test transactions will be executed for each of the IMA releases supported in SATE utilizing all current versions of the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE).*
- The successful execution of a transaction is determined by the Qwest Test Engineer according to:
  - The expected results of the test scenario as described in the *IMA EDI Data Document – for the Stand Alone Test Environment (SATE)* and the EDI disclosure document.
  - The transactions strict adherence to business rules published in Qwest's most current IMA EDI Disclosure Documentation for each release and the associated Addenda.
- For this measurement, Qwest will execute the test transactions in the Stand-Alone Test Environment.
  - Release related test transactions will be executed when a full or point release of IMA is installed in SATE. These transactions will be executed within five business days of the numbered release being originally installed in SATE. This five-business day period will be referred to as the "Testing Window."[1]
  - Mid-release monthly performance test transactions will be executed in the months when no Testing Window for a release is completed. These transactions will be executed on the 15th, or the nearest working day to the 15th of the month, in the months when no release related test transactions are executed.
- Test transaction results will be included in the Reporting Period during which the release transactions or mid-release test transactions are completed.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: None	**Disaggregation Reporting:** None

Formula:
[(Total number of successfully completed SATE test transactions executed for a Software Release or Mid-release performance test completed in the Reporting Period) ÷ (Total number of SATE test transactions executed for a Software Release or Mid-release performance test completed in the Reporting Period)] x 100

Exclusions:
None

Product Reporting: None	**Standard:** 95% NOTE 2
Availability: Available	**Notes:** 1. Due to accelerated implementation schedule for this PID the "Testing Window" associated with the 8.1 release will be within 12 business days of the 8.1 release being originally installed in SATE. 2. The 95% benchmark became effective with

PO-16 Timely Release Notifications (continued)

	Mar 02 data.

Ordering and Provisioning

OP-2 – Calls Answered within Twenty Seconds – Interconnect Provisioning Center

Purpose: Evaluates the timeliness of CLEC access to Qwest's interconnection provisioning center(s) and retail customer access to the Business Office, focusing on the extent calls are answered within 20 seconds	
Description: Measures the percentage of (Interconnection Provisioning Center or Retail Business Office) calls that are answered by an agent within 20 seconds of the first ring. • Includes all calls to the Interconnect Provisioning Center/Retail Business Office during the reporting period, subject to exclusions specified below. • Abandoned calls are counted as missed. • First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor). • Answer is defined as when the call is first picked up by the Qwest agent.	
Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and Qwest Retail results	**Disaggregation Reporting:** Region-wide level.
Formula: [(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100 Explanation: Percentage is derived from total number of calls answered within 20 seconds divided by total number of calls received.	
Exclusions: Time spent in the VRU Voice Response Unit is not counted.	
Product Reporting: Not applicable	**Standard:** Parity
Availability: Available	**Notes:**

OP-3 – Installation Commitments Met

Purpose:
Evaluates the extent to which Qwest installs services for Customers by the scheduled due date.

Description:
Measures the percentage of orders for which the scheduled due date is met.

- All inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period are measured, subject to exclusions specified below. Change order types included in this measurement consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs). NOTE 1 Also included are orders with customer-requested due dates longer than the standard interval.
- Completion date on or before the Applicable Due Date recorded by Qwest is counted as a met due date. The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-3A Dispatches within MSAs; OP-3B Dispatches outside MSAs; and OP-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-3D In Interval Zone 1 areas; and OP-3E In Interval Zone 2 areas.

Formula:
[(Total Orders completed in the reporting period on or before the Applicable Due Date) ÷ (Total Orders Completed in the Reporting Period)] x 100

Explanation: The percent commitments met is obtained by dividing the total number of service orders completed on or before the Applicable Due Date (as defined in the description above) by the total number of service orders completed during the measurement period.

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Due dates missed for standard categories of customer and non-Qwest reasons. Standard categories of customer reasons are: previous service at the location did not have a customer-requested disconnect order issued, no access to customer premises, and customer hold for payment. Standard categories of non-Qwest reasons are: Weather, Disaster, and Work Stoppage.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP – 3 Installation Commitments Met (continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Unbundled Loop – Analog (non-designed)	90%
• Shared Loop/Line Sharing	**ROC States:** 95%
	CO: 90%
• Sub-Loop Unbundling	**ROC States:** Diagnostic
	CO: 90%
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop (designed provisioning)	90%
Non-loaded Loop (2-wire)	90%
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	90%
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	90%
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	90%

OP – 3 Installation Commitments Met (continued)

Availability:	**Notes:**
Available (except as noted below_ Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	1. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.

OP-4 – Installation Interval

Purpose:
Evaluates the timeliness of Qwest's installation of services for customers, focusing on the average time to install service.

Description:
Measures the average interval (in business days) [NOTE 1] between the application date [NOTE 4] and the completion date for service orders accepted and implemented.

- Includes all inward orders (Change, New, and Transfer order types) assigned a due date by Qwest and which are completed/closed during the reporting period, subject to exclusions specified below. Change order types for additional lines consist of all C orders representing inward activity (with "I" and "T" action coded line USOCs).[NOTE 2]
- Intervals for each measured event are counted in whole days: the application date is day zero (0); the day following the application date is day one (1).
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any.[NOTE 3]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any.[NOTE 3]

Reporting Period: One month	**Unit of Measure:** Average Business Days

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to orders involving: OP-4A Dispatches within MSAs; OP-4B Dispatches outside MSAs; and OP-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: OP-4D In Interval Zone 1 areas; and OP-4E In Interval Zone 2 areas.

Formula:
Σ[(Order Completion Date) – (Order Application Date) – (Time interval between the Original Due Date and the Applicable Date) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ Total Number of Orders Completed in the reporting period

Explanation: The average installation interval is derived by dividing the sum of installation intervals for all orders (in business days) [NOTE 1] by total number of service orders completed in the reporting period.

OP-4 – Installation Interval (continued)

Exclusions:

- Orders with customer requested original due dates greater than the current standard interval. (This exclusion does not apply to LIS trunks, E911 and products involving dispatches reported under "MSA-Type Disaggregation," for which orders for all requested intervals are included. These exceptions to this exclusion will be removed as Qwest develops the corresponding measurement capability, at which time this definition will be updated.)
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-4 – Installation Interval (continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Unbundled Loop – Analog (non-designed)	6 days
• Shared Loop/Line Sharing	3.3 days
• Sub-Loop Unbundling	**ROC States:** Diagnostic **CO: 6 days**
Zone-Type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN(designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop (designed provisioning)	6 days
Non-loaded Loop (2-wire)	6 days
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	6 days
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
Loops with Conditioning	15 days
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic

OP-4 – Installation Interval (continued)

Availability:	**Notes:**
Available: (except as specified below) Under Development: • Refinement of application date treatment for LSRs received after specified cutoff times (per Note 4) – beginning with Dec 01 data on the Jun 02 report. • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report. • Reporting 15 day benchmark on results report – beginning on Jun 02 report.	1. For OP-4C, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-4C and for all products under OP-4A, -4B, -4D, and -4E (effective with Dec 01 results and forward, beginning in the Apr 02 report). Saturday is counted as a business day when the service order is due or completed on Saturday. 2. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines. 3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. 4. Prior to the Jun 02 report, OP-4 results exclude a small subset of orders, due to system limitations that prevent entering a future application date when an LSR is received after the cutoff time and the service order is issued the same day. Beginning with the Jun 02 report, OP-4 results from Dec 01 forward will reflect the elimination of this exclusion.

OP-5 – New Service Quality

Purpose:
Evaluates the quality of ordering and installing new services (inward line service orders), focusing on the percentage of newly-installed service orders that are free of CLEC/customer-initiated trouble reports during the provisioning process and within 30 calendar days following installation completion, and focusing on the quality of Qwest's resolution of such conditions with respect to multiple reports.

Description:
Measures two components of new service provisioning quality (OP-5A and -5B) and also reports a combined result (OP-5T), as described below, each as a percentage of all inward line service orders completed in the reporting period that are free of CLEC/customer-reported provisioning and repair trouble reports, as described below. Also measures the percentage of all provisioning and repair trouble reports that constitute multiple trouble reports for the affected service orders. (OP-5R)

- Orders for new services considered in calculating all components of this performance indicator are all inward line service orders completed in the reporting period, including Change (C-type) orders for additional lines/circuits, subject to exclusions shown below. Change order types considered in these measurements consist of all C orders representing inward activity (with "I" and "T" action coded line/circuit USOCs).[NOTE 1]
- Orders for new service installations include conversions (Retail to CLEC, CLEC to CLEC, and same CLEC converting between products).
- Provisioning or repair trouble reports include both out of service and other service affecting conditions, such as features on a line that are missing or do not function properly upon conversion, subject to exclusions shown below.

OP-5A: New Service Installation Quality Reported to Repair

- Measures the percentage of inward line service orders that are free of repair trouble reports[NOTE 2] within 30 calendar days of installation completion, subject to exclusions below.
- Repair trouble reports are defined as CLEC/customer notifications to Qwest of out-of-service and other service affecting conditions for which Qwest opens repair tickets in its maintenance and repair management and tracking systems[NOTE 3] that are closed in the reporting period or the following month,[NOTE 4] subject to exclusions shown below.[NOTE 5]
- Qwest is able to open repair tickets for repair trouble reports received from CLECs/customers once the service order is completed in Qwest's systems.

OP-5B: New Service Provisioning Quality

- Measures the percentage of inward line service orders that are free of provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusions shown below.
- Provisioning trouble reports are defined as CLEC notifications to Qwest of out of service or other service affecting conditions that are attributable to provisioning activities, including but not limited to LSR/service order mismatches and conversion outages. For provisioning trouble reports, Qwest creates call center tickets in its call center database. Subject to exclusions shown below, call center tickets closed in the reporting period or the following month[NOTE 4] are captured in this measurement. Call center tickets closed to Network reasons will not be counted in OP-5B when a repair trouble report for that order is captured in OP-5A.[NOTE 5, 6]

OP-5T: New Service Installation Quality Total

- Measures the percentage of inward line service orders that are free of repair or provisioning trouble reports during the provisioning process and within 30 calendar days of installation completion, subject to exclusion shown below.

OP-5R: New Service Quality Multiple Report Rate

- Evaluates the quality of Qwest's responses to repair and provisioning trouble reports for inward line service orders completed in the reporting period. This measurement reports, for those service orders that were *not* free of repair or provisioning trouble reports in OP-5A or OP-5B, the percentage of trouble reports affecting the same service orders that were followed by additional repair and provisioning trouble reports, as specified below.

OP-6 – Delayed Days (continued)

- Measures the percentage of all repair and provisioning trouble reports considered in OP-5A and OP-5B that are additional repair or provisioning trouble reports received by Qwest for the same service order during the provisioning process or within 30 calendar days following installation completion.
- Additional repair or provisioning trouble reports are defined as all such reports that are received following the first report (whether the first report is represented by a call center ticket or a repair ticket) relating to the same service order during the provisioning process or within 30 calendar days following installation completion. In all cases, the trouble reports counted are those that are defined for OP-5A and OP-5B above. NOTE 7

Reporting Period: One month, reported in arrears (i.e., results first appear in reports one month later than results for measurements that are not reported in arrears), in order to cover the 30-day period following installation.	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level

Formulas:

OP-5A = (Number inward line service orders completed in the reporting period – Number of inward line service orders with any repair trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5B = (Number of inward line service orders completed in the reporting period – Number of inward line service orders with any provisioning trouble reports as specified above) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5T = ([Number of inward line service orders completed in the reporting period] – Number of inward line service orders with repair or provisioning trouble reports as defined above under OP-5A or OP-5B, as applicable) ÷ (Number of inward line service orders completed in the reporting period) x 100

OP-5R = (Number of all repair and provisioning trouble reports, relating to inward line service orders closed in the reporting period as defined above under OP-5A or OP-5B, that constitute additional repair and provisioning trouble reports, within 30 calendar days following the installation date ÷ Number of all repair and provisioning trouble reports relating to inward line service orders closed In the reporting period, as defined above under OP-5A or OP-5B) x 100

Exclusions:

Applicable to OP-5A, OP-5T and OP-5R:

- Repair trouble reports attributable to CLEC or coded to non-Qwest reasons as follows:
- For products measured from MTAS data, repair trouble reports coded to disposition codes for:
- Customer Action; Non-Telco Plant; Trouble Beyond the Network Interface; and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider); and Reports from other than the CLEC/customer that result in a charge if dispatched.
  - For products measured from WFA (Workforce Administration) data, repair reports coded to codes for:
  - Carrier Action (IEC); Customer Provided Equipment (CPE); Commercial power failure; Customer requested service order activity; and Other non-Qwest.
- Repair reports coded to disposition codes for referral to another department (i.e., for non-repair ticket resolutions of non-installation-related problems, except cable cuts, which are not excluded).

Applicable to OP-5B, OP-5T and OP-5R only:

- Provisioning trouble reports attributable to CLEC or non-Qwest causes.
- Call center tickets relating to activities that occur as part of the normal process of conversion (i.e., while Qwest is actively and properly engaged in process of converting or installing the service). Provisioning trouble reports involving service orders that, at the time of the calls, have fallen out for manual handling and been disassociated from the related service order, as applicable, will be considered as not in the normal process of conversion and will not be excluded.

Applicable to OP-5A, OP-5B, OP-5T and OP-5R:

- Repair or provisioning trouble reports related to service orders captured as misses under measurements

OP-6 – Delayed Days (continued)

OP-13 (Coordinated Cuts Timeliness) or OP-17 (LNP Timeliness).

- Subsequent repair or provisioning trouble reports of any trouble on the installed service before the original repair or provisioning trouble report is closed.
- Service orders closed in the reporting period with App Dates earlier than eight months prior to the beginning of the reporting period.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Disconnect, From (another form of disconnect) and Record order types. When out of service or service affecting problems are reported to the call center on conversion and move requests, the resulting call center ticket will be included in the calculation of the numerator in association with the related inward order type even when the call center ticket reflects the problem was caused by the Disconnect or From order.
- Records involving official Qwest company services.

Records missing data essential to the calculation of the measurement as defined herein.

Product Reporting Categories:	**Standards:**
• As specified below – one percentage result reported for each bulleted category under the sub-measurements shown.	**OP-5A:** Parity with retail service **OP-5B:** Diagnostic for six months following first reporting. After six months Benchmark (TBD) **OP-5T:** Diagnostic **OP-5R:** Diagnostic for six months following first reporting. Possible standard (TBD) (Where parity comparisons involve multiple service varieties in a product category, weighting based on the retail analogue volumes may be used if necessary to create a comparison that is not affected by different proportions of wholesale and retail analogue volumes in the same reporting category.)

OP-6 – Delayed Days (continued)

OP-6 – Delayed Days

Purpose:
Evaluates the extent Qwest is late in installing services for customers, focusing on the average number of days that late orders are completed beyond the committed due date.

Description:
OP-6A – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for non-facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period, later, due to non-facility reasons, than the Applicable Due Date recorded by Qwest, subject to exclusions specified below.

OP-6B – Measures the average number of business days [NOTE 1] that service is delayed beyond the Applicable Due Date for facility reasons attributed to Qwest.

- Includes all inward orders (Change, New, and Transfer order types) that are completed/closed during the reporting period later due to facility reasons than the original due date recorded by Qwest, subject to exclusions specified below.

For both OP-6A and OP-6B:

- Change order types for additional lines consist of "C" orders with "I" and "T" action coded line USOCs.[NOTE 2]
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. [NOTE 3]
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. [NOTE 3]

Reporting Period: One month	**Unit of Measure:** Average Business Days

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for products/services listed under Product Reporting under "MSA-type Disaggregation" will be reported for OP-6A and OP-6B according to orders involving: 1. Dispatches within MSAs; 2. Dispatches outside MSAs; and 3. No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to installations: 4. In Interval Zone 1 areas; and 5. In Interval Zone 2 areas.

Formula:
OP-6A = $\sum$[(Actual Completion Date of late order for non-facility reasons) – (Applicable Due Date of late order) – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Late Orders for non-facility reasons completed in the reporting period)

OP-6B = $\sum$[(Actual Completion Date of late order for facility reasons) – (Applicable Due Date of late order)] – (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date) ÷ (Total Number of Late Orders for facility reasons completed in the reporting period)

OP-6 – Delayed Days (continued)

Exclusions:

- Orders affected only by delays that are solely for customer and/or CLEC reasons.
- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid completion dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
DS0 (non-designed provisioning)	Parity with retail service
PBX Trunks (non-designed provisioning)	Parity with retail service
Primary ISDN (non-designed provisioning)	Parity with retail service
Basic ISDN (non-designed provisioning)	Parity with retail service
Qwest DSL (non-designed provisioning)	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Unbundled Loop – Analog (non-designed)	Parity with retail Res & Bus POTS with dispatch
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
Zone-type Disaggregation -	
• Resale	
Primary ISDN (designed provisioning)	Parity with retail service
Basic ISDN (designed provisioning)	Parity with retail service
DS0 (designed provisioning)	Parity with retail service
DS1	Parity with retail service
PBX Trunks (designed provisioning)	Parity with retail service
Qwest DSL (designed provisioning)	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line- Service
UDIT – Above DS1 level	Parity with retail Private Line- Services above DS1 level
Dark fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop (designed provisioning)	Parity with retail Res and Bus POTS with dispatch
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL, with dispatch

OP-6 – Delayed Days (continued)

Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic

Availability:

Available (except as specified below)

Under Development:

- Exclusion of orders affected only by delays solely due to customer reasons – beginning with Dec 01 data on the Jun 02 report.
- Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.

Notes:

1. For OP-6A-3 and OP-6B-3, Saturday is counted as a business day for all orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for the retail analogues specified above as standards. For all other products under OP-6A-3 and OP-6B-3, and for all products under OP-6A-1, -6A-2, -6A-4, -6A-5, -6B-1, -6B-2, -6B-4, and -6B-5 (effective with Dec 01 results and forward, beginning in the Apr 02 report). Saturday is counted as a business day when the service order is due or completed on Saturday.
2. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines.
3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval.

OP-7 – Coordinated "Hot Cut" Interval – Unbundled Loop

Purpose:
Evaluates the duration of completing coordinated "hot cuts" of unbundled loops, focusing on the time actually involved in disconnecting the loop from the Qwest network and connecting/testing the loop.

Description:
Measures the average time to complete coordinated "hot cuts" for unbundled loops, based on intervals beginning with the "lift" time and ending with the completion time of Qwest's applicable tests for the loop.

- Includes all coordinated hot cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- "Hot cut" refers to moving the service of existing customers from Qwest's switch/frames to the CLEC's equipment, via unbundled loops, that will serve the customers.
- "Lift" time is defined as when Qwest disconnects the existing loop.
- "Completion time" is defined as when Qwest completes the applicable tests after connecting the loop to the CLEC.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[Completion time – Lift time] ÷ (Total Number of unbundled loops with coordinated cutovers completed in the reporting period)

Exclusions:

- Time intervals associated with CLEC-caused delays.
- Records missing data essential to the calculation of the measurement per the PID.
- Invalid start/stop dates/times or invalid scheduled date/times.

Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All other Loop Types	**Standard:** **ROC States:** Diagnostic in light of OP-13 (Coordinated Cuts On Time) **CO:** 1 hour
Availability: Available	**Notes:**

OP-8 – Number Portability Timeliness

Purpose:
Evaluates the timeliness of cutovers of local number portability (LNP).

Description:

OP-8B – LNP Timeliness with Loop Coordination (percent): Measures the percentage of coordinated LNP triggers set prior to the scheduled start time for the loop.

- All orders for LNP coordinated with unbundled loops that are completed/closed during the reporting period are measured, subject to exclusions specified below.

OP-8C – LNP Timeliness without Loop Coordination (percent): Measures the percentage of LNP triggers set prior to the Frame Due Time or scheduled start time for the LNP cutover as applicable.

- All orders for LNP for which coordination with a loop was not requested that are completed/closed during the reporting period are measured (including standalone LNP coordinated with other than Qwest-provided Unbundled Loops and non-coordinated, standalone LNP), subject to exclusions specified below.

- For purposes of these measurements (OP-8B and -8C), "trigger" refers to the "10-digit unconditional trigger" or Line Side Attribute (LSA) that is set or translated by Qwest.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated time. In the case of LNP cutovers coordinated with loops, the scheduled time used in this measurement will be no later than the "lay" time for the loop.

Reporting Period: One month	**Unit of Measure:** Percent of triggers set on time
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:

OP-8B = [(Number of LNP triggers set before the scheduled time for the coordinated loop cutover) ÷ (Total Number of LNP activations coordinated with unbundled loops completed)] x 100

OP-8C = [(Number of LNP triggers set before the Frame Due Time or Scheduled Start Time) ÷ (Total Number of LNP activations without loop cutovers completed)] x 100

Exclusions:

- CLEC-caused delays in trigger setting.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique telephone numbers and Centrex 21).
- LNP requests for which the records used as sources of data for these measurements have the following types of errors:
  - Records with no PON (purchase order number) or STATE
  - Records where triggers cannot be set due to switch capabilities
  - Records with invalid due dates, application dates, or start dates.
  - Records with invalid completion dates.
  - Records missing data essential to the calculation of the measurement per the PID.
  - Invalid start/stop dates/times or invalid frame due or scheduled date/times.

Product Reporting: None	**Standard:** 95%
Availability: Available	**Notes:**

OP-13 – Coordinated Cuts On Time – Unbundled Loop

Purpose:
Evaluates the percentage of coordinated cuts of unbundled loops that are completed on time, focusing on cuts completed within one hour of the committed order due time and the percent that were started without CLEC approval.

Description:

- Includes all LSRs for coordinated cuts of unbundled loops that are completed/closed during the reporting period, subject to exclusions specified below.
- OP-13A – Measures the percentage of LSRs (CLEC orders) for all coordinated cuts of unbundled loops that are started and completed on time. For coordinated loop cuts to be counted as "on time" in this measurement, the CLEC must agree to the start time, and Qwest must (1) receive verbal CLEC approval before starting the cut or lifting the loop, (2) complete the physical work and appropriate tests, (3) complete the Qwest portion of any associated LNP orders and (4) call the CLEC with completion information, all within one hour of the time interval defined by the committed order due time.
- OP-13B – Measures the percentage of all LSRs for coordinated cuts of unbundled loops that are actually started without CLEC approval.
- "Scheduled start time" is defined as the confirmed appointment time (as stated on the FOC), or a newly negotiated appointment time.
- The "committed order due time" is based on the number and type of loops involved in the cut and is calculated by adding the applicable time interval from the following list to the scheduled start time:
  - Analog unbundled loops:

1 to 16 lines:	1 Hour
17 to 24 lines:	2 Hours
25+ lines:	Project*

  - All other unbundled loops:

1 to 5 lines:	1 Hour
6 to 8 lines:	2 Hours
9 to 11 lines:	3 Hours
12 to 24 lines:	4 Hours
25+ lines:	Project*

  *For Projects scheduled due dates and scheduled start times will be negotiated between CLEC and Qwest, but no committed order due time is established. Therefore, projects are not included in OP-13A (see exclusion below).
- "Stop" time is defined as when Qwest notifies the CLEC that the Qwest physical work and the appropriate tests have been successfully accomplished, including the Qwest portion of any coordinated LNP orders.
- Time intervals following the scheduled start time or during the cutover process associated with customer-caused delays are subtracted from the actual cutover duration.
- Where Qwest's records of completed coordinated cut transactions are missing evidence of CLEC approval of the cutover, the cut will be counted as a miss under both OP-13A and OP-13B.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level. Results for this measurement will be reported according to: OP-13A Cuts Completed On Time OP-13B Cuts Started Without CLEC Approval

OP-13 – Coordinated Cuts On Time – Unbundled Loop (continued)

Formula:

OP-13A = [(Count of LSRs for Coordinated Unbundled Loop cuts completed "On Time") ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

OP-13B = [(Count of LSRs for Coordinated Unbundled Loop cuts whose actual start time occurs without CLEC approval) ÷ (Total Number of LSRs for Coordinated Unbundled Loop Cuts completed in the reporting period)] x 100

Exclusions:

Applicable to OP-13A:

- Loop cuts that involve CLEC-requested non-standard methodologies, processes, or timelines.

OP-13A & OP-13B

- Records with invalid completion dates.
- Records missing data essential to the calculation of the measurement per the PID which are not otherwise designated to be "counted as a miss".
- Invalid start/stop dates/times or invalid scheduled date/times.
- Projects involving 25 or more lines.

Product Reporting: Coordinated Unbundled Loops – Reported separately for: • Analog Loops • All Other Loops	**Standard:** **OP-13A:** ROC States: 95 Percent or more AZ: 90 Percent or more **OP-13B:** Diagnostic
Availability: Available	**Notes:**

OP-15 – Interval for Pending Orders Delayed Past Due Date

Purpose:
Evaluates the extent to which Qwest's pending orders are late, focusing on the average number of days the pending orders are delayed past the Applicable Due Date, as of the end of the reporting period.

Description:
OP-15A – Measures the average number of business days that pending orders are delayed beyond the Applicable Due Date for reasons attributed to Qwest.

- Includes all pending inward orders (Change, New, and Transfer order types) for which the Applicable Due Date recorded by Qwest has been missed, subject to exclusions specified below. Change order types included in this measurement consist of all "C" orders representing inward activity (with "I" and "T" action coded line USOCs). NOTE 2
- The Applicable Due Date is the original due date or, if changed or delayed by the customer, the most recently revised due date, subject to the following: If Qwest changes a due date for Qwest reasons, the Applicable Due Date is the customer-initiated due date, if any, that is (a) subsequent to the original due date and (b) prior to a Qwest-initiated, changed due date, if any. NOTE 3
- Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date, as applied in the formula below, are calculated by subtracting the latest Qwest-initiated due date, if any, following the Applicable Due Date, from the subsequent customer-initiated due date, if any. NOTE 3

OP-15B – Reports the number of pending orders measured in the numerator of OP-15A that were delayed for Qwest facility reasons.

Reporting Period: One month	**Unit of Measure:** OP-15A – Average Business Days NOTE 4 OP-15B – Number of orders pending facilities
Reporting Comparisons: CLEC aggregate, individual CLEC, Qwest retail	**Disaggregation Reporting:** Statewide

Formula:

OP-15A = $\sum$[(Last Day of Reporting Period) – (Applicable Due Date of Late Pending Order) - (Time intervals associated with customer-initiated due date changes or delays occurring after the Applicable Due Date)] ÷ (Total Number of Pending Orders Delayed for Qwest reasons as of the last day of Reporting Period)

OP-15B = Count of pending orders measured in numerator of OP-15A that were delayed for Qwest facility reasons

Exclusions:

- Disconnect, From (another form of disconnect) and Record order types.
- Records involving official company services.
- Records with invalid due dates or application dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Product Reporting:	**Standards:** OP-15B = diagnostic only For OP-15A:
• Resale	
Residential single line service	Diagnostic (Expectation: Parity with retail service)
Business single line service	Diagnostic (Expectation: Parity with retail service)
Centrex	Diagnostic (Expectation: Parity with retail service)
Centex 21	Diagnostic (Expectation: Parity with retail service)
PBX Trunk	Diagnostic (Expectation: Parity with retail service)
Basic ISDN	Diagnostic (Expectation: Parity with retail service
Qwest DSL	Diagnostic (Expectation: Parity with retail service)
Primary ISDN	Diagnostic (Expectation: Parity with retail service)
DS0	Diagnostic (Expectation: Parity with retail service)
DS1	Diagnostic (Expectation: Parity with retail service)
DS3 and higher bit-rate services (aggregate)	Diagnostic (Expectation: Parity with retail service)
Frame Relay	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic (Expectation: Parity with retail service)
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Diagnostic (Expectation: Parity with retail Centrex 21)
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic (Expectation: Parity with retail Centrex)
• Shared Loop/Line Sharing	Diagnostic
• Sub-Loop Unbundling	Diagnostic
• LIS Trunks	Diagnostic (Expectation: Parity with Feature Group D (aggregate)) (separately reported)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic (Expectation: Parity with DS1 Private Line- Service)
UDIT – Above DS1 level	Diagnostic (Expectation: Parity with Private Line-Services above DS1 level)
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic (Expectation: Parity with retail Res and Bus POTS with dispatch)
Non-loaded Loop (2-wire)	Diagnostic (Expectation: Parity with retail ISDN BRI)
Non-loaded Loop (4-wire)	Diagnostic (Expectation: Parity with retail DS1)
DS1-capable Loop	Diagnostic (Expectation: Parity with retail DS1)
ISDN-capable Loop	Diagnostic (Expectation: Parity with ISDN-BRI)
ADSL-qualified Loop	Diagnostic (Expectation: Parity with retail Qwest DSL with dispatch)
Loop types of DS3 or higher bit rate (aggregate)	Diagnostic (Expectation: Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Diagnostic (Expectation: Parity with retail E911/911 Trunks)
• Enhanced Extended Links (EELs)	Diagnostic

OP-15 – Interval for Pending Orders Delayed Past Due Date (continued)

Availability:	**Notes:**
Available (except as specified below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	1. Through Jan 01 results reported include products that flow through the design process only. Beginning with Feb 01, results reported include both design flow and non-design flow for products. 2. Prior to Aug 01 results the specified Change order types (i.e., with "I" & "T" action codes) included some orders that do not strictly represent additional lines (in both wholesale and retail results). Specifically these include changes to existing lines, such as conversions, number changes, PIC changes, and class of service changes. Beginning with Aug 01 results Qwest developed the capability to exclude "Change" service orders that do not involve installation of lines. 3. According to this definition, the Applicable Due Date can change, per successive customer-initiated due date changes or delays, up to the point when a Qwest-initiated due date change occurs. At that point, the Applicable Due Date becomes fixed (i.e., with no further changes) as the date on which it was set prior to the first Qwest-initiated due date change, if any. Following the first Qwest-initiated due date change, any further customer-initiated due date changes or delays are measured as time intervals that are subtracted as indicated in the formula. These delay time intervals are calculated as stated in the description. (Though infrequent, in cases where multiple Qwest-initiated due date changes occur, the stated method for calculating delay intervals is applied to each pair of Qwest-initiated due date change and subsequent customer-initiated due date change or delay. The intervals thus calculated from each pairing of Qwest and customer-initiated due dates are summed and then subtracted as indicated in the formula.) The result of this approach is that Qwest-initiated impacts on intervals are counted in the reported interval, and customer-initiated impacts on intervals are not counted in the reported interval. 4. For OP-15A, Saturday is counted as a business day for all non-dispatched orders for Resale Residence, Resale Business, and UNE-P (POTS), as well as for non-dispatched orders in the retail analogues specified above as standards (effective with Dec 01 results and forward, beginning in the Apr 02 report). For all other non-dispatched products and for all dispatched products under OP-15A, Saturday is not counted as a business day.

OP-17 – Timeliness of Disconnects associated with LNP Orders

Purpose:
Evaluates the quality of Qwest completing LNP telephone number porting, focusing on the degree to which porting occurs without implementing associated disconnects before the scheduled time/date.

Description:

OP-17A

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Focuses on disconnects associated with timely CLEC requests for delaying the disconnects or no requests for delays.
  - The scheduled time/date is defined as 11:59 p.m. on (1) the due date of the LNP order recorded by Qwest or (2) the delayed disconnect date requested by the CLEC, where the CLEC submits a timely request for delay of disconnection.
  - A CLEC request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest.

OP-17B

- Measures the percentage of all LNP telephone numbers (TNs), both stand alone and associated with loops, that are ported without the incidence of disconnects being made by Qwest before the scheduled time/date, as identified by associated qualifying trouble reports.
  - Includes only disconnects associated with untimely CLEC requests for delaying the disconnects.
  - A CLEC request for delay of disconnection is considered "untimely" if received by Qwest after 8:00 p.m. MT on the current due date of the LNP order recorded by Qwest and before 12:00 p.m. MT (noon) on the day after the current due date.
- Disconnects are defined as the removal of switch translations, including the 10-digit trigger.
- Disconnects that are implemented early, and thus counted as a "miss" under this measurement, are those that the CLEC identifies as such to Qwest via trouble reports, within four calendar days of the actual disconnect date, that are confirmed to be caused by disconnects being made before the scheduled time.
- Includes all CLEC orders for LNP TNs completed in the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide

Formula:
[(Total number of LNP TNs ported pursuant to orders completed in the reporting period – Number of TNs with qualifying trouble reports notifying Qwest that disconnection before the scheduled time has occurred) ÷ Total Number of LNP TNs ported pursuant to orders completed in the reporting period] x 100

OP-17 – Timeliness of Disconnects associated with LNP Orders (continued)

Exclusions:

OP-17A only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC has failed to submit timely requests to have disconnects held for later implementation.

OP-17A & B

- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- LNP requests that do not involve automatic triggers (e.g., DID lines without separate, unique TNs, and Centrex 21).
- Records with invalid trouble receipt dates.
- Records with invalid cleared, closed or due dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

OP-17B only

- Trouble reports notifying Qwest of early disconnects associated with situations for which the CLEC did not submit its untimely requests by 12:00 p.m. MT (noon) on the day after the LNP due date to have disconnects held for later implementation.

Product Reporting: LNP	**Standard:** OP-17A – 98.25% OP-17B – Diagnostic only, in light of its measuring only requests for delay of disconnect that are defined as untimely.
Availability: Available	**Notes:**

Maintenance and Repair

MR-2 – Calls Answered within 20 Seconds – Interconnect Repair Center

<table>
<tr><td colspan="2">Purpose:
Evaluates Customer access to Qwest's Interconnection and/or Retail Repair Center(s), focusing on the number of calls answered within 20 seconds.</td></tr>
<tr><td colspan="2">Description:
Measures the percentage of Interconnection and/or Retail Repair Center calls answered within 20 seconds of the first ring.
• Includes all calls to the Interconnect Repair Center during the reporting period, subject to exclusions specified below.
• First ring is defined as when the customer's call is first placed in queue by the ACD (Automatic Call Distributor).
• Answer is defined as when the call is first picked up by the Qwest agent.
• Abandoned calls and busy calls are counted as not answered within 20 seconds.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate and Qwest Retail levels.</td><td>Disaggregation Reporting: Region-wide level.</td></tr>
<tr><td colspan="2">Formula:
[(Total Calls Answered by Center within 20 seconds) ÷ (Total Calls received by Center)] x 100

Explanation: Percentage is derived from total number of calls answered within 20 seconds divided by total number of calls received.</td></tr>
<tr><td colspan="2">Exclusions: Time spent in the VRU (Voice Response Unit) is not counted.</td></tr>
<tr><td>Product Reporting: None</td><td>Standard: Parity</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

MR-3 – Out of Service Cleared within 24 Hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports where the out-of-service trouble reports were cleared within the standard estimate for specified services (i.e., 24 hours for out-of-service conditions).

Description:
Measures the percentage of out of service trouble reports, involving specified services, that are cleared within 24 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service that is out-of-service (i.e., unable to place or receive calls), subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-3A Dispatches within MSAs; MR-3B Dispatches outside MSAs; and MR-3C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-3D In Interval Zone 1 areas; and MR-3E In Interval Zone 2 areas.

Formula:
[(Number of Out of Service Trouble Reports closed in the reporting period that are cleared within 24 hours) ÷ (Total Number of Out of Service Trouble Reports closed in the reporting period)] x 100

Explanation: Percentage is obtained by dividing the total number of OOS reports cleared within 24 hours by the total number of OOS reports closed during the measurement period.

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-3 – Out of Service Cleared within 24 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Shared Loop/Line Sharing	**ROC States:** Parity with RES and BUS POTS **CO:** Parity with Qwest DSL
• Sub-Loop Unbundling	**ROC States:** Diagnostic **CO:** Parity with retail ISDN-BRI
Zone-type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
ISDN-capable Loop	Parity with ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available (except at noted below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	**Notes:**

MR-4 – All Troubles Cleared within 48 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on trouble reports of all types (both out of service and service affecting) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 48 hours for service-affecting conditions).

Description:
Measures the percentage of trouble reports, for specified services, that are cleared within 48 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be disaggregated and reported according to trouble reports involving: MR-4A Dispatches within MSAs; MR-4B Dispatches outside MSAs; and MR-4C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-4D In Interval Zone 1 areas; and MR-4E In Interval Zone 2 areas

Formula:
[(Total Trouble Reports closed in the reporting period that are cleared within 48 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-4 – All Troubles Cleared within 48 Hours (Continued)

Product Reporting:	**Standards:**
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with appropriate retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Shared Loop/Line Sharing	Parity with RES and BUS POTS
• Sub-Loop Unbundling	Diagnostic
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2 wire)	Parity with retail ISDN-BRI
ISDN-capable Loop	Parity with retail ISDN-BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Availability: Available (except at noted below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	**Notes:**

MR-5 – All Troubles Cleared within 4 hours

Purpose:
Evaluates timeliness of repair for specified services, focusing on all trouble reports of all types (including out of service and service affecting troubles) and on the number of such trouble reports cleared within the standard estimate for specified services (i.e., 4 hours).

Description:
Measures the percentage of trouble reports for specified services that are cleared within 4 hours of receipt of trouble reports from CLECs or from retail customers.

- Includes all trouble reports, closed during the reporting period, which involve a specified service, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is cleared.

Reporting Period: *One month*	**Unit of Measure**: *Percent*
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed products will be disaggregated according to trouble reports: MR-5A In Interval Zone 1 areas; and MR-5B In Interval Zone 2 areas.

Formula:
[(Number of Trouble Reports closed in the reporting period that are cleared within 4 hours) ÷ (Total Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured using WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-5 – All Troubles Cleared within 4 hours (continued)

Product Reporting:	**Standards:**
Zone-Type Disaggregation -	
• Resale	
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with DS1 Private Line Service
UDIT – Above DS1 level	Parity with Private Line Services above DS1 level
• Unbundled Loops:	
Non-loaded Loop (4-wire)	Parity with retail DS1
DS1-capable Loop	Parity with retail DS1
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic
Availability: Available	**Notes:** .

MR-6 – Mean Time to Restore

Purpose:
Evaluates timeliness of repair, focusing how long it takes to restore services to proper operation.

Description:
Measures the time actually taken to clear trouble reports.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes customer direct reports, customer-relayed reports, and test assist reports that result in a trouble report.
- Time measured is from date and time of receipt to date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Hours and Minutes

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving:: MR-6A Dispatches within MSAs; MR-6B Dispatches outside MSAs; and MR-6C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-6D In Interval Zone 1 areas; and MR-6E In Interval Zone 2 areas.

Formula:
$\sum$[(Date & Time Trouble Report Cleared) – (Date & Time Trouble Report Opened)] ÷ (Total number of Trouble Reports closed in the reporting period)

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time for products/services listed in Product Reporting under "Zone-type Disaggregation".
- For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports involving a "no access" delay.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-6 – Mean Time to Restore (Continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Shared Loop/Line Sharing	**ROC States:** Parity with RES and BUS POTS
	CO: Parity with Qwest DSL
• Sub-Loop Unbundling	**ROC States:** Diagnostic
	CO: Parity with retail ISDN-BRI
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic

MR-6 – Mean Time to Restore (Continued)

Availability:	**Notes:**
Available (except at noted below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	1. Saturday is counted as a business day when the repair is completed on Saturday.

MR-7 – Repair Repeat Report Rate

Purpose:
Evaluates the accuracy of repair actions, focusing on the number of repeated trouble reports received for the same trouble within a specified period (30 calendar days).

Description:
Measures the percentage of trouble reports that are repeated within 30 days on end user lines and circuits.

- Includes all trouble reports closed during the reporting period that are received within thirty (30) days of the previous trouble report for the same service (regardless of whether the report is about the same type of trouble for that service), subject to exclusions specified below.
- In determining same service Qwest will compare the end user telephone number or circuit number of the trouble reports with reports received in the prior 30 days.
- Includes reports due to Qwest network or system causes, customer-direct and customer-relayed reports.
- The 30-day period applied in the numerator of the formula below is from the date and time that the immediately-preceding trouble report is closed to the date and time that the next, or "repeat" trouble report is received (i.e., opened).

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. • Results for product/services listed in Product Reporting under "MSA-Type Disaggregation" will be reported according to trouble reports involving: MR-7A Dispatches within MSAs; MR-7B Dispatches outside MSAs; and MR-7C No dispatches. • Results for products/services listed in Product Reporting under "Zone-type Disaggregation" will be disaggregated according to trouble reports involving: MR-7D In Interval Zone 1 areas; and MR-7E In Interval Zone 2 areas.

Formula:
[(Total repeated trouble reports closed within the reporting period that were received within 30 calendar days of when the preceding initial trouble report closed) ÷ (Total number of Trouble Reports Closed in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data (products listed for MSA-type disaggregation), trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA (Workforce Administration) data (products listed for Zone-type disaggregation) trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-7 – Repair Repeat Report Rate (Continued)

Product Reporting:	Standards:
MSA-Type Disaggregation -	
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Parity with retail Centrex
• Shared Loop/Line Sharing	**ROC States:** Diagnostic Comparison with Qwest Retail DSL
	AZ & CO: Parity with Qwest Retail DSL
• Sub-Loop Unbundling	**ROC States:** Diagnostic
	CO: Parity with retail ISDN-BRI
Zone-Type Disaggregation -	
• Resale	
Qwest DSL	Parity with retail service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate Private Line services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic

MR-7 – Repair Repeat Report Rate (Continued)

Availability:	**Notes:**
Available (except at noted below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	

MR-8 – Trouble Rate

Purpose:
Evaluates the overall rate of trouble reports as a percentage of the total installed base of the service or element.

Description:
Measures trouble reports by product and compares them to the number of lines in service.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Includes all applicable trouble reports, including those that are out of service and those that are only service-affecting.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting**: Statewide level.

Formula:
[(Total number of trouble reports closed in the reporting period involving the specified service grouping) ÷ (Total number of the specified services that are in service in the reporting period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
  - For products measured from WFA data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

MR-8 – Trouble Rate (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Parity with retail service
Business single line service	Parity with retail service
Centrex	Parity with retail service
Centrex 21	Parity with retail service
PBX Trunks	Parity with retail service
Basic ISDN	Parity with retail service
Qwest DSL	Parity with Qwest DSL service
Primary ISDN	Parity with retail service
DS0	Parity with retail service
DS1	Parity with retail service
DS3 and higher bit-rate services (aggregate)	Parity with retail service
Frame Relay	Parity with retail service
• Unbundled Network Element – Platform (UNE-P) (POTS)	Parity with like retail service
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform(UNE-P) (Centrex)	Parity with retail Centrex
• Shared Loop/Line Sharing	**ROC States:** Parity with RES and BUS POTS
	CO: Parity with Qwest DSL
• Sub-Loop Unbundling	**ROC States:** Diagnostic
	CO: Parity with retail ISDN-BRI
• LIS Trunks	Parity with Feature Group D (aggregate)
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Parity with retail DS1 Private Line Service
UDIT – Above DS1 level	Parity with retail Private Lines above DS1 level
Dark Fiber – IOF	Diagnostic
• Unbundled Loops:	
Analog Loop	Parity with retail Res and Bus POTS
Non-loaded Loop (2-wire)	Parity with retail ISDN BRI
Non-loaded Loop (4-wire)	Parity with retail DS1 Private Line
DS1-capable Loop	Parity with retail DS1 Private Line
ISDN-capable Loop	Parity with retail ISDN BRI
ADSL-qualified Loop	Parity with retail Qwest DSL
Loop types of DS3 and higher bit-rates (aggregate)	Parity with retail DS3 and higher bit-rate services (aggregate)
Dark Fiber – Loop	Diagnostic
• E911/911 Trunks	Parity with retail E911/911 Trunks
• Enhanced Extended Links (EELs)	Diagnostic
Availability: Available (except at noted below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	**Notes:**

MR-9 – Repair Appointments Met

Purpose:
Evaluates the extent to which Qwest repairs services for Customers by the appointment date and time.

Description:
Measures the percentage of trouble reports for which the appointment date and time is met.

- Includes all trouble reports closed during the reporting period, subject to exclusions specified below.
- Time measured is from date and time of receipt to date and time trouble is indicated as cleared.

Reporting Period: One month	**Unit of Measure:** Percent

Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level. Results for listed services will be disaggregated and reported according to trouble reports involving: MR-9A Dispatches within MSAs; MR-9B Dispatches outside MSAs; and MR-9C No dispatches.

Formula:
[(Total Trouble Reports Cleared by appointment date and time) ÷ (Total Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Trouble reports coded as follows:
  - For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11); Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13);
- Subsequent trouble reports of any trouble before the original trouble report is closed.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Time delays due to "no access" are excluded from repair time by using the rescheduled appointment time to determine if the repair appointment is met.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:** Parity
Resale: Residential single line service Business single line service Centrex PBX Trunks Basic ISDN Unbundled Elements – Platform (UNE-P) (POTS)	
Availability: Available	**Notes:**

MR-10 – Customer and Non-Qwest Related Trouble Reports

Purpose:
Evaluates the extent that trouble reports were customer related, and provides diagnostic information to help address potential issues that might be raised by the core maintenance and repair performance indicators.

Description:
Measures the percentage of all trouble reports that are attributed to the customer as a percentage of all trouble reports resolved during the reporting period, subject to exclusions specified below.
Includes trouble reports closed during the reporting period coded as follows:

- For products measured from MTAS data, trouble reports coded to disposition codes for: Customer Action (6); Non-Telco Plant (11), Trouble Beyond the Network Interface (12); and Miscellaneous – Non-Dispatch, non-Qwest (includes CPE, Customer Instruction, Carrier, Alternate Provider (13); and trouble reports involving a "no access" delay for MSA type disaggregated products.
- For products measured from WFA (Workforce Administration) data trouble reports coded to trouble codes for Carrier Action (IEC) and Customer Provided Equipment (CPE).

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Number of Trouble Reports coded to disposition codes specified above) ÷ (Total Number of Trouble Reports Closed in the Reporting Period)] x 100

Exclusions:

- Subsequent trouble reports of any trouble before the original trouble report is closed
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.
- Records with invalid trouble receipt dates.
- Records with invalid cleared or closed dates.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.
- Trouble reports on the day of installation before the installation work is reported by the technician/installer as complete.

MR-10 Customer and Non-Qwest Related Trouble Reports (continued)

Product Reporting:	Standards:
• Resale	
Residential single line service	Diagnostic
Business single line service	Diagnostic
Centrex	Diagnostic
Centrex 21	Diagnostic
PBX Trunks	Diagnostic
Basic ISDN	Diagnostic
Qwest DSL	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (POTS)	Diagnostic
• Unbundled Network Element – Platform (UNE-P) (Centrex 21)	Parity with retail Centrex 21
• Unbundled Network Element – Platform (UNE-P) (Centrex)	Diagnostic
• Resale	
Primary ISDN	Diagnostic
DS0	Diagnostic
DS1	Diagnostic
DS3 and higher bit-rate services (aggregate)	Diagnostic
Frame Relay	Diagnostic
• LIS Trunks	Diagnostic
• Unbundled Dedicated Interoffice Transport (UDIT)	
UDIT – DS1 level	Diagnostic
UDIT – Above DS1 level	Diagnostic
• Unbundled Loops:	
Analog Loop	Diagnostic
Non-loaded Loop (2-wire)	Diagnostic
Non-loaded Loop (4-wire)	Diagnostic
DS1-capable Loop	Diagnostic
ISDN-capable Loop	Diagnostic
ADSL-qualified Loop	Diagnostic
Loop types of DS3 and higher bit-rates (aggregate)	Diagnostic
• E911/911 Trunks	Diagnostic
Availability: Available (except at noted below) Under Development: • Reporting of UNE-P Centrex 21 – beginning with Dec 01 data on the Jun 02 report.	**Notes:**

MR-11 – LNP Trouble Reports Cleared within 24 Hours

Purpose:
Evaluates timeliness of clearing LNP trouble reports, focusing on the degree to which residence and business, disconnect-related, out-of-service trouble reports are cleared within four business hours and all LNP-related trouble reports are cleared within 48 hours.

Description:

MR-11A: Measures the percentage of specified LNP-only (i.e., not unbundled-loop), residence and business, out-of-service trouble reports that are cleared within four business hours of Qwest receiving these trouble reports from CLECs.

- Includes only trouble reports that are received on or before the currently-scheduled due date of the actual LNP-related disconnect time/date, or the next business day, that are confirmed to be caused by disconnects being made before the scheduled time, and that are closed during the reporting period, subject to exclusions specified below.

MR-11B: Measures the percentage of specified LNP-only trouble reports that are cleared within 48 hours of Qwest receiving these trouble reports from CLECs.

- Includes all LNP-only trouble reports, received within four calendar days of the actual LNP-related disconnect dateand closed during the reporting period.

- The "currently-scheduled due date/time" is the original due date/time established by Qwest in response to CLEC/customer request for disconnection of service ported via LNP or, if CLEC submits to Qwest a timely or untimely request for delay of disconnection, it is the CLEC/customer-requested later date/time.
- A request for delay of disconnection is considered timely if received by Qwest before 8:00 p.m. MT on the due date that Qwest has on record at the time of the request.
- A request for delay of disconnection is considered untimely if received by Qwest after 8:00 p.m. MT on the due date and before 12:00 p.m. MT (noon) on the day after the due date
- Time measured is from the date and time Qwest receives the trouble report to the date and time trouble is cleared.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate and Individual CLEC	**Disaggregation Reporting:** Statewide level (all are "non-dispatched").

Formula:

MR-11A = [(Number of specified out-of-service LNP-only Trouble Reports, for LNP-related troubles confirmed to be caused by disconnects, that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period and cleared within four business hours) ÷ (Total Number of specified out of service LNP-only Trouble Reports for LNP-related troubles confirmed to be caused by disconnects that Qwest executed before the currently-scheduled due date/time, that were closed in the reporting period)] x 100

MR-11B = [(Number of specified LNP-only Trouble Reports closed in the reporting period that were cleared within 48 hours) ÷ (Total Number of specified LNP-only Trouble Reports closed in the reporting period)] x 100

Exclusions:

- Trouble reports attributed to customer or non-Qwest reasons
- Trouble reports not related to valid requests (LSRs) for LNP and associated disconnects.
- Subsequent trouble reports of LNP trouble before the original trouble report is closed.
- For MR-11B only: Trouble reports involving a "no access" delay.
- Information tickets generated for internal Qwest system/network monitoring purposes.
- Records involving official company services.

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

<table>
<tr><td colspan="2">
• Records with invalid trouble receipt dates.
• Records with invalid cleared or closed dates.
• Records with invalid product codes.
• Records missing data essential to the calculation of the measurement per the PID.
</td></tr>
<tr><td>Product Reporting: LNP</td><td>Standards:
MR-11A:
• If OP-17 result meets its standard, the MR-11A standard is Diagnostic.
• If OP-17 result does not meet its standard, the MR-11A standard is as follows:
– For 0-20 trouble reports*: No more than 1 ticket cleared in > four business hours
– For > 20 trouble reports*: The lesser of 95% or Parity with MR-3C results for Retail Residence and Business

MR-11B:
• For 0-20 trouble reports**: No more than 1 ticket cleared > 48 hours
• For > 20 trouble reports**: The lesser of 95% or Parity with MR-4C results for Retail Residence and

* Based on MR-11A denominator.

** Based on MR-11B denominator.</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

MR-12 – LNP Trouble Reports – Mean Time to Restore Measurement dropped from PID

BI-1 – Time to Provide Recorded Usage Records

Purpose:
Evaluates the timeliness with which Qwest provides recorded daily usage records to CLECs.

Description:
Measures the average time interval from date of recorded daily usage to date usage records are transmitted or made available to CLECs as applicable.

BI-1A – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

BI-1B – Measures the percent of recorded daily usage for Jointly provided switched access provided within four days. This includes usage created by the CLEC and Qwest or IXC providing access, usually via 2-way Feature Group X trunk groups for Feature Group A, Feature Group B, Feature Group D, Phone to Phone IP Telephony, 8XX access, and 900 access and their successors or similar Switched Access services.

BI-1C – Provides separate reporting for two elements captured in BI-1A above, as follows:

- BI-1C-1 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for feature group switched access,[NOTE 1] subject to exclusions specified below.
- BI-1C-2 – Measures recorded daily usage for UNEs and Resale and includes industry standard electronically transmitted usage records for local measured usage, local message usage, toll usage, and local exchange service components priced on a per-use basis, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** BI-1A, BI-1C-1, BI-1C-2: Average Business Days BI-1B: Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** State level.

Formula:

BI-1A, BI-1C-1, BI-1C-2 (for specified products & records) = ∑(Date Record Transmitted or made available – Date Usage Recorded) ÷ (Total number of records)

BI-1B = [(# of daily usage records for Jointly provided switched access sent within four days) ÷ (Total daily usage records for Jointly provided switched access in the report period)] x 100

Exclusions:
Instances where the CLEC requests other than daily usage transmission or availability.

Product Reporting: • UNEs and Resale • Jointly-provided Switched Access	**Standard:** BI-1A: Parity with Qwest retail. BI-1B: 95% within 4 business days BI-1C-1, BI-1C-2: Diagnostic Comparison with the Qwest Retail results used in standard for BI-1A
Availability: Available (except as noted below) Under Development: • Disaggregation of 110XXX records in BI-1C-1 and CAT 10 records in BI-1C-2 beginning with Jun 02 data on the July 02 report	**Notes:** 1. "Feature group switched access" includes all type 110XXX detail records for Feature Groups A, B, C, and D

MR-11 – LNP Trouble Reports Cleared within 24 Hours (Continued)

BI-2 – Invoices Delivered within 10 Days

<table>
<tr><td colspan="2">Purpose:
Evaluates the timeliness with which Qwest delivers industry standard electronically transmitted bills to CLECs, focusing on the percent delivered within ten calendar days.</td></tr>
<tr><td colspan="2">Description:
Measures the percentage of invoices that are delivered within ten days, based on the number of days between the bill date and bill delivery.
• Includes all industry standard electronically transmitted invoices for local exchange services and toll, subject to exclusions specified below.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: Combined Qwest Retail/CLEC results (Parity by design)</td><td>Disaggregation Reporting: State level</td></tr>
<tr><td colspan="2">Formula:
[(Count of Invoices for which Bill Transmission Date to Bill Date is ten calendar days or less) ÷ (Total Number of Invoices)] x 100</td></tr>
<tr><td colspan="2">Exclusions:
• Bills transmitted via paper, magnetic tape, CD-ROM, diskette.
• Records with missing data essential to the calculation of the measurement per the PID.</td></tr>
<tr><td>Product Reporting:
• UNEs and Resale</td><td>Standard:
Parity by design.</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

BI-3 – Billing Accuracy – Adjustments for Errors

<table>
<tr><td colspan="2">Purpose:
Evaluates the accuracy with which Qwest bills CLECs, focusing on the percentage of billed revenue adjusted due to errors.</td></tr>
<tr><td colspan="2">Description:
Measures the billed revenue minus amounts adjusted off bills due to errors, as a percentage of total billed revenue.
• Both the billed revenue and amounts adjusted off bills due to error are calculated from bills rendered in the reporting period.
• "Amounts adjusted off bills due to errors" is the sum of all bill adjustments made in the reporting period that involve, either in part or in total, adjustment codes related to billing errors. (Each adjustment thus qualifying is added to the sum in its entirety.)</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Percent</td></tr>
<tr><td>Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results</td><td>Disaggregation Reporting: State level.</td></tr>
<tr><td colspan="2">Formula:
[∑(Revenue Billed without Error) ÷ (Total Billed Revenue billed in Reporting Period)] x 100</td></tr>
<tr><td colspan="2">Exclusions:
• BI-3A - UNEs and Resale – None
• BI-3B - Reciprocal Compensation Minutes of Use – Billing adjustments as a result of CLEC-caused errors in return of minutes of use</td></tr>
<tr><td>Product Reporting:
• BI-3A - UNEs and Resale
• BI-3B - Reciprocal Compensation Minutes of Use (MOU)</td><td>Standard:
• BI-3A – UNEs and Resale: Parity with Qwest retail bills.
• BI-3B – Reciprocal Compensation (MOU) – 95%</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

BI-4 – Billing Completeness

Purpose:

- UNEs and Resale – Evaluates the completeness with which Qwest reflects non-recurring and recurring charges associated with completed service orders on the bills.
- Reciprocal Compensation Minutes of Use (MOU) – Evaluates the completeness with which Qwest reflects the revenue for Local Minutes of Use associated with CLEC local traffic over Qwest's network on the bills

Description:

BI-4A – UNEs and Resale: Measures the percentage of non-recurring and recurring charges associated with completed service orders appear on the correct bill.*

BI-4B – Reciprocal Compensation (MOU): Measures the percentage of revenue associated with local minutes of use appearing on the correct (current) bill.*

* Correct bill = next available bill

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLECs, and Qwest Retail results	**Disaggregation Reporting:** Statewide level.

Formula:

BI-4A – UNEs and Resale = [∑(Count of service orders with non-recurring and recurring charges associated with completed service orders on the bills that are billed on the correct bill ÷ total count of service orders with non-recurring and recurring charges associated with completed service orders billed on the bill)] x 100

BI-4B – Reciprocal Compensation MOU = [∑(Revenue for Local Minutes of Use billed on the correct* bill ÷ Total revenue for Local Minutes of Use collected during the month)] x 100

Exclusions: None

Product Reporting: • UNEs and Resale • Reciprocal Compensation (MOU)	**Standard:** **BI-4A** - UNEs and Resale: Parity with Qwest Retail bills. **BI-4B** - Reciprocal Compensation (MOU): 95%
Availability: Available	**Notes:**

Database Updates

DB-1 – Time to Update Databases

Purpose:
Evaluates the time required for updates to the databases of E911, LIDB, and Listing Services System (LSS).

Description:

- Measures the average time required to update the databases of E911, LIDB, and LSS.
- Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.
- For DB-1A the time to update the E911 database is provided by the third party vendor that performs the update. The elapsed time is captured automatically by the database system. There are no "individual E911 database update records" provided with which to measure the database update process.
- The numerator of DB-1A is calculated by multiplying the vendor-calculated results (Average Minutes in Process Time) by the denominator (Count of records Processed). This method produces a result from the vendor data that is the same as that which would be produced by totalling the update times from individual E911 database update records.

Reporting Period: One month	**Unit of Measure:** E911 – Hrs: Mins. LIDB & Directory Listings – Seconds
Reporting Comparisons: DB-1A-E911: Combined results for Qwest Retail and Reseller CLEC Aggregate; DB-1B – LIDB: Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC updates; DB-1C-1 Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed updates; NOTE 1 DB-1C-2 Listings: Combined results for all Provider types including Qwest Retail, Reseller CLEC, CLEC Aggregate for Facilities-based, ILEC, and Unknown Provider Manually Processed updates. NOTE 1, NOTE 2	**Disaggregation Reporting:** DB-1A: E911 for Qwest Retail and Reseller CLEC–State level; DB-1B: LIDB for Qwest Retail, Reseller CLEC and Facilities Based CLEC – Multi state region-wide level DB-1C-1: Listings for all Provider types including Qwest Retail, Reseller CLEC, and Facilities Based CLEC, ILEC and Unknown Provider, Electronically Submitted, Electronically Processed–Sub-region applicable to state DB-1C-2: Listings for all Provider types including Qwest Retail, Reseller CLEC, Facilities-Based CLEC, ILEC and Unknown Provider – Manually Processed – region-wide level

Formula:
[(Date and Time of database update for each database update as specified under Disaggregation Reporting in the reporting period) – (Date and Time of submissions of data for entry into the database for each database update as specified under Disaggregation Reporting in the reporting period) ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period]

Exclusion:

- Invalid start/stop dates/times.

Product Reporting: Not applicable (Reported by database type)	**Standard:** DB-1A-E911: Parity by design DB-1B-LIDB: Parity by design DB-1C-1 – Listings: Parity by design DB-1C-2 – Listings: Parity with DB-1C-1 results for all Provider types combined Qwest Retail, Reseller CLEC, Facilities Based, ILEC, and Unknown Provider, Electronically Submitted, Electronically Processed, updates
Availability: Available	**Notes:** 1. Because they cannot be separated, results for Qwest Retail, Reseller CLEC, Facilities-based CLECs, ILEC and Unknown Provider updates are reported combined within these disaggregations. 2. Because the data could not be separated, Qwest included in this measurement updates submitted through facsimile as well as updates submitted electronically. However, in May 01 Qwest discontinued reporting this disaggregation when Qwest began electronically updating electronic submissions and discontinued separately reporting faxed submissions.

DB-2 – Accurate Database Updates

Purpose:
Evaluates the accuracy of database updates completed without errors in the reporting period.

Description:
- Measures the percentage of database updates completed without errors in the reporting period.
- Includes all database updates as specified under Disaggregation Reporting completed during the reporting period.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: DB-2C-1 Listings – Combined results for all Qwest Retail, Reseller CLEC and Facilities Based CLEC Electronically Submitted, Electronically Processed updates DB-2C-2 Listings – CLEC Aggregate for Reseller and Facilities-Based CLEC – Manually Processed updates	**Disaggregation Reporting:** DB-2C-1, Listings for Qwest Retail, Reseller CLEC, and Facilities Based CLEC Electronically Submitted, Electronically Processed updates: Statewide DB-2C-2, Facilities-Based and Reseller CLEC, Manually Processed updates: Statewide NOTE 1

Formula:
[Total database updates as specified under Disaggregation Reporting completed without errors in the reporting period ÷ Total database updates as specified under Disaggregation Reporting completed in the reporting period] x 100

Exclusions:
Invalid start/stop dates/times.

Product Reporting:	**Standard:**
Not applicable (Reported by database type)	DB-2C-1 – Listings: Parity by design NOTE 2 DB-2C-2 – Listings: Parity with DB-2C-1 results for combined Qwest Retail, Reseller CLEC, and Facilities Based and Reseller CLEC Electronically Submitted, Electronically Processed updates

Availability:	**Notes:**
Available	1. Because the data could not be separated, Qwest included in this measurement updates submitted through facsimile as well as updates submitted electronically. However, in May 01 Qwest discontinued reporting this disaggregation when Qwest began electronically updating electronic submissions and discontinued separately reporting faxed submissions. 2. Qwest retail and Reseller CLECs are parity by design. Because Facilities based CLEC Electronically Submitted, Electronically Processed cannot be separated out from Reseller CLECs they are reported combined within this disaggregation.

Directory Assistance

DA-1 – Speed of Answer – Directory Assistance

Purpose:
Evaluates timeliness of customer access to Qwest's Directory Assistance operators, focusing on how long it takes for calls to be answered.

Description:
Measures the average time following first ring until a call is first picked up by the Qwest agent/system to answer Directory Assistance calls.

- Includes all calls to Qwest directory assistance during the reporting period.
- Because a system (electronic voice) prompts for city, state, and listing requested before the actual operator comes on the line, the first ring is defined as when the voice response unit places the call into queue.
- Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.
- Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.

Reporting Period: One month	**Unit of Measure:** Seconds
Reporting Comparisons: Results for Qwest and all CLECs are combined.	**Disaggregation Reporting:** Sub-region applicable to state

Formula:
Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)

Explanation: Average speed of answer is obtained by dividing the sum of all answer times recorded (minutes/seconds) by the total number of calls answered at the center in a given month.

Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.

Product Reporting: None	**Standard:** Parity by design
Availability: Available	**Notes:**

Operator Services

OS-1 – Speed of Answer – Operator Services

<table>
<tr><td colspan="2">Purpose:
Evaluates timeliness of customer access to Qwest's operators, focusing on how long it takes for calls to be answered.</td></tr>
<tr><td colspan="2">Description:
Measures the time following first ring until a call is answered by the Qwest agent.
• Includes all calls to Qwest's operator services during the reporting period, subject to exclusions specified below.
• Measurements are taken by sampling calls from the network queue at 10-second intervals. A count of calls in the queue is taken for every sampling event (10-second snapshot), and this count is multiplied by 10 to get a measurement of waiting intervals.
• Using this method, calls that enter the queue after a sample is taken but exit before the next sample is taken are not counted, i.e., are effectively counted as a zero interval. However, this situation is offset by calls that enter just prior to a sampling time, but exit before the next sampling time, and which are counted as 10 seconds. The call intervals shorter than 10 seconds that are counted as 10 seconds are offset by those calls shorter than 10 seconds that are not counted.</td></tr>
<tr><td>Reporting Period: One month</td><td>Unit of Measure: Seconds</td></tr>
<tr><td>Reporting Comparisons: Qwest and all CLECs are aggregated in a single measure.</td><td>Disaggregation Reporting:
Sub-region applicable to state</td></tr>
<tr><td colspan="2">Formula:
Σ[(Date and Time of Call Answer) – (Date and Time of First Ring)] ÷ (Total Calls Answered by Center)

Explanation: Average speed of answer is obtained by dividing the sum of all answer times recorded (minutes/seconds) by the total number of calls answered at the center in a given month.</td></tr>
<tr><td colspan="2">Exclusions: Abandoned Calls are not included in the total number of calls answered by the center.</td></tr>
<tr><td>Product Reporting: None</td><td>Standard: Parity by design</td></tr>
<tr><td>Availability:
Available</td><td>Notes:</td></tr>
</table>

NI-1 – Trunk Blocking

Purpose:
Evaluates factors affecting completion of calls from Qwest end offices to CLEC end offices, compared with the completion of calls from Qwest end offices to other Qwest end offices, focusing on average busy-hour blocking percentages in interconnection or interoffice final trunks.

Description:
Measures the percentage of trunks blocking in interconnection and interoffice final trunks.

- Includes blocking percentages on all direct final and alternate final interconnection and interoffice trunk groups that are in service during the reporting period, subject to exclusions specified below.

Reporting Period: One month	**Unit of Measure:** Percent Blockage

Reporting Comparisons:	**Disaggregation Reporting:** Statewide level.
CLEC aggregate, individual CLEC, and Qwest Interoffice trunk blocking results.	Reports the percentage of trunks blocking in interconnection final trunks, reported by: NI-1A Interconnection (LIS) trunks to Qwest tandem offices, with TGSR-related exclusions applied as specified below; NI-1B LIS trunks to Qwest end offices, with TGSR-related exclusions applied as specified below; NI-1C LIS trunks to Qwest tandem offices, without TGSR-related exclusions; NI-1D LIS trunks to other Qwest end offices, without TGSR-related exclusions.

Formula:
{[Σ(Blockage in Final Trunk Group of Specified Type)x(Number of Circuits in Trunk Group)] ÷ (Total Number of Final Trunk Circuits in all Final Trunk Groups)} x 100

Explanation: Actual average percentage of trunk blockage is calculated by dividing the equivalent average number of trunk circuits blocking by the total number of trunk circuits in final trunks of the type being measured.

Exclusions:
For NI-1A and NI-1B only:

- Trunk groups, blocking in excess of one percent in the reporting period, for which:
  - A Trunk Group Service Request (TGSR) [NOTES 1 & 2] has been issued in the reporting period; or
  - CLECs do not submit, within 20 calendar days of receiving a TGSR:
    a) Responsive ASRs (or have ASRs pending that are delayed for CLEC reasons [NOTE 3]);
    b) Trouble Tickets; or
    c) Notification of traffic re-routing (as described in Note 1 below).

For NI-1A, NI-1B, NI-1C, and NI-1D:

- Trunk groups, blocking in excess of one percent in the reporting period, for which Qwest can identify, in time to incorporate in the regular reporting of this measurement, the cause as being attributable to:
  - Trunk group out-of-service conditions arising from cable cuts, severe weather, or force majeure circumstances,
  - The CLEC placing trunks in a "busy" condition.
  - Lack of interconnection facilities to fulfill LIS requests for which the CLEC did not provide a timely forecast to Qwest. (This portion of the exclusion is limited to being applied in (a) the month the LIS requests could not be fulfilled, due to lack of facilities, and (b) each month thereafter up to the month following facility availability OR up to five months after the month the LIS requests could not be fulfilled, whichever is sooner [NOTE 4]); or
  - Isolated incidences of blocking, about which Qwest provides notification to the CLEC, that (a) are not recurring or persistent (affecting the same trunk groups), (b) do not warrant corrective action by CLEC or Qwest, and (c) thus, do not require an actionable TGSR.

NI-1 – Trunk Blocking (Continued)

- Trunk groups recently activated that have not been in service for a full "20-high-day, busy hour" review period.
- Toll trunks, non-final trunks, and trunks that are not connected to the public switched network.
- One-way trunks originating at CLEC end offices.
- Qwest official services trunks, local interoffice operator and directory assistance trunks, and local interoffice 911/E911 trunks.
- Records with invalid product codes.
- Records missing data essential to the calculation of the measurement per the PID.

Product Reporting:	**Standard:**
LIS Trunks	Where NI-1A ≤ 1%: 1 % Where NI-1A > 1%: Parity with Qwest Interoffice Trunks to tandems Where NI-1B ≤ 1%: 1 % Where NI-1B > 1%: Parity with Qwest Interoffice Trunks to end offices NI-1C and NI-1D: Diagnostic [NOTE 5]

Availability:
Available

Notes:

1. Qwest uses TGSRs to notify CLECs when trunk blocking exceeds standard thresholds or is determined to be persistent. To respond properly to TGSRs, a CLEC must (a) submit within 20 days ASRs to provide necessary trunk augmentations to avoid further blocking, (b) notify Qwest within 20 days that it is initiating a Trouble Report where Qwest traffic routing problems are causing the blocking referenced by the TGSR, or (c) notify Qwest that the CLEC will undertake its own re-routing of traffic within 20 days to alleviate the blocking.
2. The TGSR-related exclusion is applied in the month in which the TGSR is issued and in the month in which the above-specified 20-day response period ends. Thus, any trunk group excluded in one month will not be excluded in the next month, unless there is (a) a 20-day period following a TGSR ends in that month, (b) there is another TGSR applicable to the next month for the same trunk group or (c) an exception documented, in lieu of issuing a subsequent TGSR, where the CLEC's response to the previous TGSR indicated that, for its own reasons, it plans to take no action at any time to augment the trunk group.
3. CLEC delays are reflected by CLEC-initiated order supplements that move the due date later.
   a) Qwest-initiated due date delays, including supplements made pursuant to Qwest requests to delay due dates, shall not be counted as CLEC delays in this measurement.
   b) Qwest-initiated due date changes to earlier dates that the CLEC does not meet shall not be counted as a CLEC delay in this measurement unless the earlier dates were mutually agreed-upon.
   c) CLEC delays (e.g., "customer not ready" in advance of a due date) that do not contribute to a Qwest-established due date being missed shall not be counted as a CLEC delay in this measurement.
4. The limitation on part (3) of this exclusion is intended to bound its applicability to a period of time that treats the unforecasted ASR as if it were, in effect, the first forecast for the facilities needed.
   a) Given that forecast advance intervals are currently six months, this provision allows the exclusion to apply for no longer than that period of time.
   b) Nevertheless, this limitation to the exclusion also recognizes that facilities may become available sooner and, if so, reduces the limitation accordingly. In that context, this limitation recognizes that, absent a CLEC forecast, Qwest still retains a responsibility to provide facilities for the ASR, although in a longer timeframe than for ASRs covered by forecasts. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.
   c) This limitation may change depending on the outcome of separate workshops dealing with issues of interconnection forecasting.
5. NI-1C and NI-1D will be reported for information purposes only, with no standard to be applied.

NP-1 – NXX Code Activation

Purpose:
Evaluates the timeliness of Qwest's NXX code activation prior to the LERG effective date or by the "revised" effective date, as set forth herein.

Description:
NP-1A: Measures the percentage of NXX codes activated in the reporting period that are actually loaded and tested prior to the LERG effective date or the "revised" date, subject to exclusions shown below.

NP-1B: Measures the percentage of NXX codes activated in the reporting period that are delayed beyond the LERG date or "revised" date due to Qwest-caused Interconnection facility delays, subject to exclusions shown below. Included among activations counted as a Qwest delay in this sub-measurement are cases in which "2-6 codes" [NOTE 1] associated with the Qwest interconnection facilities are provided late by Qwest to the CLEC.

- Qwest must receive complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation no less than 25 days prior to the LERG Due Date or Revised Due Date.
- The "revised" date, for purposes of this measurement, is a CLEC-initiated renegotiation of the activation effective date that is no less than 25 days after Qwest receives complete and accurate routing information required for code activation, which includes but is not limited to "2-6 codes" for all interconnection trunk groups associated with the activation.
- The NXX code activation notice is provided by the LERG (Local Exchange Routing Guide) to Qwest.
- NXX code activation is defined as complete when all translations associated with the new NXX are complete by 11:59 p.m. of the day prior to the date identified in the LERG or the "revised" date (if different than the LERG date).
- The NXX code activation completion process includes testing, including calls to the test number when provided.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate, individual CLEC and Qwest Retail results.	**Disaggregation Reporting:** Statewide.

Formula:
NP-1A = [(Number of NXX codes loaded and tested in the reporting period prior to the LERG effective date or the "revised" date) ÷ (Number of NXX codes loaded and tested in the reporting period)] x 100

NP-1B = [(Number of NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or "revised" date affected by Qwest Interconnection Facility Delays) ÷ (Number of NXX codes loaded and tested in the reporting period, including NXX codes loaded and tested in the reporting period that were delayed past the LERG effective date or the "revised" date due to Interconnection Facility Delays)] x 100

Exclusions:
NP-1A:

- NXX code activations completed after the LERG date or "revised" date due to delays in the installation of Qwest provided interconnection facilities associated with the activations. [NOTE 2]

NP-1A and NP-1B:

- NXX codes with LERG dates or "revised" dates resulting in loading intervals shorter than industry standard (currently 45 calendar days).

- NXX codes where QWEST received complete and accurate routing information required for code activations less than 25 days prior to the LERG due date or Revised due date.

NP-1 – NXX Code Activation (continued)

Product Reporting: None	**Standard:** NP1-A: Parity NP1-B: Diagnostic
Availability: Available	**Notes:** 1. "2-6 codes" are industry-standard designators for local interconnection trunk groups, consisting of 2 alpha letters and six numeric digits. 2. Only Qwest-provided interconnection facilities are noted in this exclusion, because delays related to facilities provided by CLECs or others are accounted for by revising the due date.

Collocation

CP-1 – Collocation Completion Interval

Purpose:
Evaluates the timeliness of Qwest's installation of collocation arrangements for CLECs, focusing on the average time to complete such arrangements.

Description:
Measures the interval between the Collocation Application Date and Qwest's completion of the collocation installation.

- Includes all collocations of types specified herein that are assigned a Ready For Service (RFS) date by Qwest and completed during the reporting period, subject to exclusions specified below.
- Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications include conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- Completion of the collocation installation is the date on which the requested collocation arrangement is "Ready for Service" as defined in the Definition of Terms section herein.
- Establishment of RFS Dates: RFS dates are established according to intervals specified in interconnection agreements. Where an interconnection agreement does not specify intervals, or where the CLEC requests, RFS dates are established as follows: NOTE 2
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations: 90 calendar days after the Collocation Application Date** for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations: 120 calendar days after the Collocation Application Date** for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations: 90 calendar days after the quote acceptance date** for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations: 120 calendar days after the quote acceptance date** for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest,** for collocations for which the CLEC provides a complete forecast to Qwest 60 or more

CP-1 – Collocation Completion Interval (continued)

calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest,** for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest,** for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest,** for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 days following the date equipment to be collocated is provided to Qwest** for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-1A, -1B, or -1C according to the interval criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled
- RFS dates may be extended beyond the above intervals for CLEC reasons, or for reasons beyond Qwest's control, but not for Qwest reasons.
- Where CLECs do not accept the quote within thirty days of the quote date, the application is considered expired.

CP-1A Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 90 calendar days or less.

CP-1B Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 91 to 120 calendar days.

CP-1C Measures collocation installations for which the scheduled interval from Collocation Application Date to RFS date is 121 to 150 calendar days.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide.

Formula: (for CP-1A, CP-1B and CP-1C)
Σ[(Collocation Completion Date) – (Complete Application Date)] ÷ (Total Number of Collocations Completed in Reporting Period)

CP-1 – Collocation Completion Interval (continued)

Exclusions:

- CP-1A: CLEC collocation applications with RFS dates yielding scheduled intervals longer than 90 calendar days from Collocation Application Date to RFS date.
- CP-1B: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 91 calendar days or longer than 120 calendar days from Collocation Application Date to RFS date.
- CP-1C: CLEC collocation applications with RFS dates yielding scheduled intervals shorter than 121 calendar days or longer than 150 calendar days from Collocation Application Date to RFS date.
- Cancelled or expired applications.

Product Reporting: None	**Standards:** CP-1A: 90 calendar days CP-1B: 120 calendar days CP-1C: 150 calendar days

Availability:	**Notes:**
Available	1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). 2. The criteria set forth in the Description above, under "Establishment of RFS Dates," may be changed depending upon the outcome of workshops on interconnection and collocation

CP-2 – Collocations Completed within Scheduled Intervals

Purpose:
Evaluates the extent to which Qwest completes collocation arrangements for CLECs within the standard intervals or intervals established in interconnection agreements.

Description:
Measures the percentage of collocation applications that are completed within standard intervals, including intervals set forth in interconnection agreements.

- Includes all collocations of types specified herein that are assigned a Ready for Service RFS date by Qwest and that are completed within the reporting period, including those with CLEC-requested RFS dates longer than the standard interval and those with extended RFS dates negotiated with the CLEC (including supplemented collocation orders that extend the RFS date) subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- The Collocation Application Date is the date Qwest receives from the CLEC a complete and valid application for collocation. In cases where the CLEC's collocation application is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Major Infrastructure Modifications are defined as conditioning the collocation space, obtaining permits, and installing DC power plant, standby generators, heating, venting or air conditioning equipment.
- A collocation arrangement is counted as met under this measurement if its RFS date is met.
- Establishment of RFS Dates: RFS dates are established as follows, except where interconnection agreements require different intervals, in which case the intervals specified in the interconnection agreements apply: NOTE 2
  - **Collocation Applications with Timely Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in seven or fewer calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations: 90 calendar days after the Collocation Application Date** for physical collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations: 120 calendar days after the Collocation Application Date** for **physical collocations** for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Collocation Applications with Late Quote Acceptance and, for Virtual Collocations, also with Timely Equipment Ready** – for collocation applications where the CLEC accepts the quote in eight or more calendar days after the quote date and, for virtual collocations, where the CLEC provides the equipment to be collocated to Qwest 53 calendar days or less after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations: 90 calendar days after the quote acceptance date** for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations: 120 calendar days after the quote acceptance date** for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Virtual Collocation Applications with Timely Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in seven or fewer calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
    - **Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest**, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
    - **Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest**, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in

CP-2 – Collocations Completed within Scheduled Intervals (continued)

advance of the Collocation Application Date.

- **Virtual Collocation Applications with Late Quote Acceptance and Late Equipment Ready** – for virtual collocation applications where the CLEC (1) accepts the quote in eight or more calendar days after the quote date and (2) provides the equipment to be collocated to Qwest more than 53 calendar days after the Collocation Application Date, the RFS date shall be:
  - **Forecasted Collocations: 45 calendar days after the equipment is provided to Qwest**, for collocations for which the CLEC provides a complete forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
  - **Unforecasted Collocations: 75 calendar days after the equipment is provided to Qwest**, for collocations for which the CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.
- **All Collocations (physical, virtual, forecasted, or unforecasted) requiring Major Infrastructure Modifications: the later of (1) up to 150 calendar days (as specified in the quote) after the Collocation Application Date, or (2) for virtual collocations, 45 calendar days following the date equipment to be collocated is provided to Qwest** for collocations in which Major Infrastructure Modifications are required. Qwest will provide to the CLEC, as part of the quotation, the need for, and the duration of, such extended intervals.
- When a CLEC submits six (6) or more Collocation applications in a one-week period in any state, completion intervals will be individually negotiated. These collocation arrangements will be included in CP-2A, -2B, or -2C according to the criteria specified below for these measurements.
- Where there is a CLEC-caused delay, the RFS Date is rescheduled.

- Where CLECs do not accept the quote within thirty calendar days of the quote date, the application is considered expired.

CP-2A **Forecasted Collocations**: Measures collocation installations for which CLEC provides a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2B **Non-Forecasted and Late Forecasted Collocations**: Measures collocation installations for which CLEC does not provide a forecast to Qwest 60 or more calendar days in advance of the Collocation Application Date.

CP-2C **All Collocations requiring Major Infrastructure Modifications and Collocations with intervals longer than 120 days**: Measures all collocation installations requiring Major Infrastructure Modifications and collocations for which the RFS date is more than 120 calendar days after the Collocation Application Date.

Reporting Period: One month	**Unit of Measure**: Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.
Formula: (for CP-2A, CP-2B and CP-2C) [(Count of Collocations for which the RFS is met) ÷ (Total Number of Collocations Completed in the Reporting Period)] x 100	
Exclusions: • RFS dates missed for reasons beyond Qwest's control. • Cancelled or expired requests.	
Product Reporting: None	**Standard:** CP-2A & -2B: 90% CP-2C: 90%

CP-2 – Collocations Completed within Scheduled Intervals (continued)

Availability:	**Notes:**
Available	1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state). 2. The criteria set forth in the Description above, under "Establishment of RFS Dates," may be changed depending upon the outcome of workshops on interconnection and collocation

CP-3 – Collocation Feasibility Study Interval

Purpose:
Evaluates the timeliness of the Qwest sub-process function of providing a collocation feasibility study to the CLEC.

Description:
Measures average interval to respond to collocation studies for feasibility of installation.

- Includes feasibility studies, for collocations of types specified herein that are completed in the reporting period, subject to exclusions specified below. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Interval begins with the Collocation Application Date and ends with the date Qwest completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.

Reporting Period: One month	**Unit of Measure:** Calendar Days
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
Σ[(Date Feasibility Study provided to CLEC) – (Date Qwest receives CLEC request for Feasibility Study)] ÷ (Total Feasibility Studies Completed in the Reporting Period)

Exclusions:

- CLEC-caused delays of, or CLEC requests for feasibility study completions resulting in greater than ten calendar days from Collocation Application Date to scheduled feasibility study completion date.

Product Reporting: None	**Standard:** 10 calendar days or less

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

CP-4 – Collocation Feasibility Study Commitments Met

Purpose:
Evaluates the degree that Qwest completes the sub-process function of providing a collocation feasibility study to the CLEC as committed.

Description:
Measures the percentage of collocation feasibility studies for installations that are completed within the Scheduled Interval

- The Scheduled Interval is ten calendar days from the Collocation Application Date or, if interconnection agreements call for different intervals, within intervals specified in the agreements, or if otherwise delayed by the CLEC, the interval resulting from the delay.
- Includes all feasibility studies for collocations of types specified herein, that are completed in the reporting period. Collocation types included are: physical cageless, physical caged, shared physical caged, physical-line sharing, cageless-line sharing, and virtual. NOTE 1
- Considers the interval from the Collocation Application Date to the date Qwest completes the Feasibility Study and provides it to the CLEC.
- The Collocation Application Date is the date Qwest receives from the CLEC a complete application for collocation. In cases where the CLEC's application for collocation is received by Qwest on a weekend or holiday, the Collocation Application Date is the next business day following the weekend or holiday.
- Subject to superceding terms in the CLEC's interconnection agreement, when a CLEC submits six (6) or more Collocation applications in a one-week period in any state, feasibility study intervals will be individually negotiated and the resulting intervals used instead of ten calendar days in this measurement.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC aggregate and individual CLEC results	**Disaggregation Reporting:** Statewide level.

Formula:
[(Total Applicable Collocation Feasibility studies completed within Scheduled Intervals) ÷ (Total applicable Collocation Feasibility studies completed in the reporting period)] x 100

Exclusions: None

Product Reporting: None	**Standard:** 90 percent or more

Availability: Available	**Notes:** 1. Collocations covered by this measurement are central office related. As additional types of central office collocation are defined and offered, they will be included in this measurement. Non-central office-based types of collocation (such as remote collocation and field connection points) will be considered for either inclusion in this measurement, or in new, separate measurements, after the terms, conditions, and processes for such collocation types become finalized, accepted, mature (i.e., six months of experience from first installations), and ordered in volumes warranting reporting (i.e., consistently more than two per month in any state).

DEFINITION OF TERMS

Application Date (and Time) – The date (and time) on which Qwest receives from the CLEC a complete and accurate local service request (LSR) or access service request (ASR) or retail order, subject to the following:

- For the following types of requests/orders, the application date (and time) is the start of the next business day:
  (1) LSRs and ASRs received after 3:00PM MT for Designed Services and Local Number Portability (except non-designed, flow-through LNP).
  (2) Retail orders received after 3:00 PM local time for Designed Services.
  (3) LSRs received after 7:00PM MT for POTS Resale (Residence and Business), Non-Design Resale Centrex, non-designed UNE-P, Unbundled Loops, and non-designed, flow-through LNP.
  (4) Retail orders for comparable non-designed services cannot be received after closing time, so the cutoff time is essentially the business office closing time.
- For all types of orders that are received from Friday at 7:00 PM MT through Sunday, or on holidays, and do not flow through, the application date (and time) is the next, non-weekend business day.

Automatic Location Information (ALI) – The feature of E911 that displays at the Public Safety Answering Point (PSAP) the street address of the calling telephone number. This feature requires a data storage and retrieval system for translating telephone numbers to the associated address. ALI may include Emergency Service Number (ESN), street address, room or floor, and names of the enforcement, fire and medical agencies with jurisdictional responsibility for the address. The Management System (E911) database is used to update the Automatic E911 Location Information databases.

Bill Date – the date shown at the top of the bill, representing the date on which Qwest begins to close the bill.

Blocking – condition on a telecommunications network where, due to a maintenance problem or an traffic volumes exceeding trunking capacity in a part of the network, some or all originating or terminating calls cannot reach their final destinations. Depending on the condition and the part of the network affected, the network may make subsequent attempts to complete the call or the call may be completely blocked. If the call is completely blocked, the calling party will have to re-initiate the call attempt.

Business Day – Workdays that Qwest is normally open for business. Business Day = Monday through Friday, excluding weekends and Qwest published Holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Individual measurement definitions may modify (typically expanding) this definition as described in the Notes section of the measurement definition.

Cleared Trouble Report – a trouble report for which the trouble has been cleared, meaning the customer is "back in service".

Closed Trouble Report – a trouble report that has been closed out from a maintenance center perspective, meaning the ticket is closed in the trouble reporting system following repair of the trouble.

Code Activation (Opening) – Process by which new NPA/NXXs (area code/prefix) is defined, through software translations to network databases and switches, in telephone networks. Code activation (openings) allow for new groups of telephone numbers (usually in blocks of 10,000) to be made available for assignment to an ILEC's or CLEC's customers, and for calls to those numbers to be passed between carriers.

Common Channel Signaling System 7 (CCSS7) – A network architecture used to for the exchange of signaling information between telecommunications nodes and networks on an out-of-band basis. Information exchanged provides for call set-up and supports services and features such as CLASS and database query and response.

Common Transport – Trunk groups between tandem and end office switches that are shared by more than one carrier, often including the traffic of both the ILEC and several CLECs.

Completion – The time in the order process when the service has been provisioned and service is available.
Completion Notice – A notification the ILEC provides to the CLEC to inform the CLEC that the requested service order activity is complete.
Coordinated Customer Conversion Orders that have a due date negotiated between the ILEC, the CLEC, and the customer so that work activities can be performed on a coordinated basis under the direction of the receiving carrier.
Customer Requested Due Date – A specific due date requested by the customer which is either shorter or longer than the standard interval or the interval offered by the ILEC.
Customer Trouble Reports – A report that the carrier providing the underlying service opens when notified that a customer has a problem with their service. Once resolved, the disposition of the trouble is changed to closed.
Dedicated Transport – A network facility reserved to the exclusive use of a single customer, carrier or pair of carriers used to exchange switched or special, local exchange, or exchange access traffic.
Delayed Order – An order which has been completed after the scheduled due date and/or time.
Directory Assistance Database – A database that contains subscriber records used to provide live or automated operator-assisted directory assistance. Including 411, 555-1212, NPA-555-1212.
Directory Listings – Subscriber information used for DA and/or telephone directory publishing, including name and telephone number, and optionally, the customer's address.
DS-0 – Digital Service Level 0. Service provided at a digital signal speed commonly at 64 kbps, but occasionally at 56 kbps.
DS-1 – Digital Service Level 1. Service provided at a digital signal speed of 1.544 Mbps.
DS-3 – Digital Service Level 3. Service provided at a digital signal speed of 44.736 Mbps.
Due Date – The date provided on the Firm Order Confirmation (FOC) the ILEC sends the CLEC identifying the planned completion date for the order.
End Office Switch – A switch from which an end users' exchange services are directly connected and offered.
Final Trunk Groups – interconnection and interoffice trunk groups that do not overflow traffic to other trunk groups when busy.
Firm Order Confirmation (FOC) – Notice the ILEC sends to the CLEC to notify the CLEC that it has received the CLECs service request, created a service order, and assigned it a due date.
Flow-Through –The term used to describe whether a LSR electronically is passed from the OSS interface system to the ILEC legacy system to automatically create a service order. LSRs that do not flow through require manual intervention for the service order to be created in the ILEC legacy system.
Interval Zone 1/Zone 2 – Interval Zone 1 areas are wire centers for which Qwest specifies shorter standard service intervals than for Interval Zone 2 areas.
Installation – The activity performed to activate a service.
Installation Troubles – A trouble, which is identified after service order activity and installation, has completed on a customer's line. It is likely attributable to the service activity (within a defined time period).
Interconnection Trunks – A network facility that is used to interconnect two switches generally of different local exchange carriers
Inward Activity – refers to an order for new or additional lines. Change order types for additional lines consist of all C orders with "I" and "T" action coded line USOCs that represent new or additional lines, including conversions from retail to CLEC and CLEC to CLEC.
Jeopardy – A condition experienced in the service provisioning process which results potentially in the inability of a carrier to meet the committed due date on a service order
Jeopardy Notice – The actual notice that the ILEC sends to the CLEC when a jeopardy has been identified.
Lack of Facilities – A shortage of cable facilities identified after a due date has been committed to a customer, including the CLEC. The facilities shortage may be identified during the inventory assignment process or during the service installation process, and typically triggers a jeopardy.

Local Exchange Routing Guide (LERG) – A Bellcore master file that is used by the telecom industry to identify NPA-NXX routing and homing information, as well as network element and equipment designations. The file also includes scheduled network changes associated with activity within the North American Numbering Plan (NANP).

Local Exchange Traffic – Traffic originated on the network of a LEC in a local calling area that terminates to another LEC in a local calling area.

Local Number Portability (formerly defined under Permanent Number Portability and also known as – Long Term Number Portability) – A network technology which allows end user customers to retain their telephone number when moving their service between local service providers. This technology does not employ remote call forwarding, but actually allows the customer's telephone number to be moved and redefined in the network of the new service provider. The activity to move the telephone number is called "porting."

Local Service Request (LSR) – transaction sent from the CLEC to the ILEC to order services or to request a change(s) be made to existing services.

MSA/Non-MSA – Metropolitan Statistical Area is a government defined geographic area with a population of 50,000 or greater. Non-Metropolitan Statistical Area is a government defined geographic area with population of less than 50,000. Qwest depicts MSA Non-MSA based on NPA NXX. Where a wire center is predominantly within an MSA, all lines are counted within the MSA.

Mechanized Bill – A bill that is delivered via electronic transmission.

NXX, NXX Code or Central Office Code – The three digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

Plain Old Telephone Service (POTS) – Refers to basic 2-wire, non-complex analog residential and business services. Can include feature capabilities (e.g., CLASS features).

Projects – Service requests that exceed the line size and/or level of complexity which would allow for the use of standard ordering and provisioning processes. Generally, due dates for projects are negotiated, coordination of service installations/changes is required and automated provisioning may not be practical.

Query Types – Pre-ordering information that is available to a CLEC that is categorized according to standards issued by OBF and/or the FCC.

Ready For Service (RFS) – the status achieved in the installation of a collocation arrangement when all "operational" work has been completed. Operational work consists of the following as applicable to the particular type of collocation:

- Cage enclosure complete;
- DC power is active (including fuses available, BDFB [Battery Distribution Fuse Board] in place, and cables between the CLEC and power terminated);
- Primary AC outlet in place;
- Cable racking and circuit terminations are complete (e.g. fiber jumpers placed between the Outside Plant Fiber Distribution Panel and the Central Office Fiber Distribution Panel serving the CLEC). and
- The following items complete, subject to the CLEC having made required payments to Qwest (e.g., final payment): (If the required CLEC payments have not been made, the following items are not required for RFS):
  - Key turnover made available to CLEC.
  - APOT/CFA complete, as defined/required in the CLEC's interconnection agreement and
  - Basic telephone service and other services and facilities complete, if ordered by CLEC in time to be provided on the scheduled RFS date (per Qwest's published standard installation intervals for such telephone service).

Ready for Service Date (RFS date) – the due date assigned to a collocation order (typically determined by regulatory rulings, contract terms, or negotiations with CLEC) to indicate when collocation installation is scheduled to be ready for service, as defined above.

DEFINITION OF TERMS (continued)

Reject – A status that can occur to a CLEC submitted local service request (LSR) when it does not meet certain criteria. There are two types of rejects: (1) syntax, which occur if required fields are not included in the LSR; and (2) content, which occur if invalid data is provided in a field. A rejected service request must be corrected and re-submitted before provisioning can begin.

Repeat Report – Any trouble report that is a second (or greater) report on the same telephone number/circuit ID and at the same premises address within 30 days. The original report can be any category, including excluded reports, and can carry any disposition code.

Service Group Type – The designation used to identify a category of similar services, .e.g., UNE loops.

Service Order – The work order created and distributed in ILECs systems and to ILEC work groups in response to a complete, valid local service request.

Service Order Type – The designation used to identify the major types of provisioning activities associated with a local service request.

Standard Interval – The interval that the ILEC publishes as a guideline for establishing due dates for provisioning a service request. Typically, due dates will not be assigned with intervals shorter than the standard. These intervals are specified by service type and type of service modification requested. ILECs publish these standard intervals in documents used by their own service representatives as well as ordering instructions provided to CLECs in the Qwest Standard Interval Guidelines.

Subsequent Reports – A trouble report that is taken in relation to a previously-reported trouble prior to the date and time the initial report has a status of "closed."

Tandem Switch – Switch used to connect and switch trunk circuits between and among Central Office switches.

Time to Restore – The time interval from the receipt, by the ILEC, of a trouble report on a customer's service to the time service is fully restored to the customer.

Unbundled Network Element – Platform (UNE-P) – Combinations of network elements, including both new and conversions, involving POTS (i.e., basic services providing dialtone).

Unbundled Loop - The Unbundled Loop is a transmission path between a Qwest Central Office Distribution Frame, or equivalent, and the Loop Demarcation Point at an end user premises. Loop Demarcation Point is defined as the point where Qwest owned or controlled facilities cease, and CLEC, end user, owner or landlord ownership of facilities begins.

Usage Data – Data generated in network nodes to identify switched call data on a detailed or summarized basis. Usage data is used to create customer invoices for the calls.

GLOSSARY OF ACRONYMS

ACRONYM	DESCRIPTION
ACD	Automatic Call Distributor
ADSL	Asymmetric Digital Subscriber Line
ALI	Automatic Line Information (for 911/E911 systems)
ASR	Service Request (processed via Exact system)
BRI	Basic Rate Interface (type of ISDN service)
CABS	Carrier Access Billing System
CKT	Circuit
CLEC	Competitive Local Exchange Carrier
CO	Central Office
CPE	Customer Premises Equipment
CRIS	Customer Record Information System
CSR	Customer Service Record
DA	Directory Assistance
DB	Decibel
DB	Database
DS0	Digital Service 0
DS1	Digital Service 1
DS3	Digital Service 3
E911 MS	E911 Management System
EAS	Extended Area Service
EB-TA	Electronic Bonding – Trouble Administration
EDI	Electronic Data Interchange
EELS	Enhanced Extended Links
ES	Emergency Services (for 911/E911)
FOC	Firm Order Confirmation
GUI	Graphical User Interface
HDSL	High-bit-rate Digital Subscriber Line
HICAP	High Capacity Digital Service
IEC	Interexchange Carrier
ILEC	Incumbent Local Exchange Carrier
INP	Interim Number Portability
IOF	Interoffice Facilities (refers to trunk facilities located between Qwest central offices)
ISDN	Integrated Services Digital Network
IMA	Interconnect Mediated Access
LATA	Local Access Transport Area
LERG	Local Exchange Routing Guide
LIDB	Line Identification Database
LIS	Local Interconnection Service Trunks
LNP	Long Term Number Portability
LSR	Local Service Request
N, T, C	Service Order Types - - N (new), T (to or transfer), C (change)
NANP	North American Numbering Plan
NDM	Network Data Mover
NPAC	Number Portability Administration Center
NXX	Telephone number prefix
OBF	Ordering and Billing Forum
OOS	Out of service (type of trouble condition)

ACRONYM	DESCRIPTION
OSS	Operations-al Support Systems
PBX	Private Branch Exchange
PON	Purchase Order Number
POTS	Plain Old Telephone Service
PRI	Primary Rate Interface (type of ISDN service)
RFS	Ready for Service (refers to collocation projects)
SOP	Service Order Processor
SOT	Service Order Type
SS7	Signaling System 7
STP	Signaling Transfer Point
TN	Telephone Number
UDIT	Unbundled Dedicated Interoffice Transport
UNE	Unbundled Network Element
UNE-P	Unbundled Network Element – Platform
VRU	Voice Response Unit
WFA	Work Force Administration
XDSL	(x) Digital Subscriber Line. (The "x" prefix refers to DSL generically. An "x" replaced by an "A" refers to Asymmetric DSL, and by an "H" refers to High-bit-rate DSL.)

[1] Graphical User Interface

PO-20 – Manual Service Order Accuracy

Purpose:
Evaluates the degree to which Qwest accurately processes CLECs' Local Service Requests (LSRs), which are electronically-submitted and manually processed by Qwest, into Qwest Service Orders.

Description:
Measures the percentage of Qwest service orders that are populated correctly, in specified data fields, with information obtained from CLEC LSRs.

- Includes only service orders created from CLEC LSRs that Qwest receives electronically (via IMA-GUI or IMA-EDI) and manually processes in the creation of service orders, regardless of flow through eligibility, subject to exclusions as specified below.
- Includes only service orders, from the product reporting categories specified below, that request inward line or feature activity (Change, New, and Transfer order types), are assigned a due date by Qwest, and are completed/closed in the reporting period. Change order types included in this measurement consist of all C orders with "I" and "T" action-coded line or feature USOCs.
- Service orders evaluated in this measurement are either (1) those selected randomly [NOTE 1] and manually inspected for accuracy as defined herein, or (2) when Qwest develops mechanized capabilities for this measurement as specified in the Availability section below, all service orders satisfying the above criteria.
- A service order will be classified as "accurate" and thus counted in the numerator in the formula below when evaluation determines that the fields specified in the Service Order Fields Evaluated section below (per the indicated phases), when populated on the LSR, are all accurate, as applicable, on the service order. Accuracy is defined as the contents of the specified fields, in the service orders involved in provisioning the service, matching the information from the relevant fields as provided in the latest version of associated LSRs.

Reporting Period: One month	**Unit of Measure:** Percent
Reporting Comparisons: CLEC Aggregate	**Disaggregation Reporting:** Region-wide

Formula:
[(Number of accurate service orders) ÷ (Number of evaluated service orders completed in the reporting period)] x 100

Exclusions:

- Cancelled service orders.
- Orders generated from LSRs with non-fatal errors.
- Orders that cannot be matched to a corresponding LSR.

Product Reporting:	**Standard:**
• Resale POTS and UNE-P (POTS) • Unbundled Loops (Analog and Non-Loaded 2-wire)	95 percent

Availability:	**Notes:**
Under Development: • Phase 0 - Manual, random sampling approach: Jun 02 results reported in the Jul 02 report. • Phase 1 - Mechanized approach, replacing manual approach: TBD	1. Manually-selected orders will consist of 20 random, qualifying orders per day per product reporting category, specified above, from throughout Qwest's 14-state local service region.

PO-20 – Manual Service Order Accuracy (continued)

Service Order Fields Evaluated (by Phase of implementation)			
Phase 0 – (01 Jun 02 Forward) Random sampling approach; Manual comparison of the fields from the Service Order to the LSR:			
	Field Code	**Field Name**	**Remarks**
	CCNA	CLEC ID	Order entry validated from LSR Form
	D/Tsent	Date sent to help ID App	Order entry validated from LSR Form
	Name	Name of Customer	Order entry validated from End User or Directory Listings Forms, when applicable
	SANO	Service Address Number	Order entry validated from End User or Directory Listings Forms, when applicable
	SASD	Service Address Direction	Order entry validated from End User or Directory Listings Forms, when applicable
	SASN	Service Address Street Name	Order entry validated from End User or Directory Listings Forms, when applicable
	LD1	LOC	Order entry validated from End User or Directory Listings Forms, when applicable
	LV1	LOC #	Order entry validated from End User or Directory Listings Forms, when applicable
	City	City name	Order entry validated from End User or Directory Listings Forms, when applicable
	PON	Purchase Order Number	Order entry validated from LSR Form
	Date/ FOC'd date	Due Date on Order	Order entry validated from LSR FOC sent to the CLEC
Phase 1 – (Dates TBD) First phase of mechanized measurement:			
	Field Code	**Field Name**	**Remarks**
	Same as Phase 0	Same as Phase 0	
Future Phase – TBD in Long Term PID Administration; Additional fields included in mechanization, if any:			
	Field Code	**Field Name**	**Remarks**
	TBD	TBD	

Exhibit C
SERVICE INTERVAL TABLES

1.0 Unbundled Loops, Line Sharing and Line Splitting Service Interval Table:

(a) Established Service Intervals 2/4 Wire Analog (Voice Grade):

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(b) Established Service Intervals for 2/4 Wire Non-Loaded Loops, and ADSL Compatible Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(c) Established Service Intervals for xDSL-I/ BRI ISDN Capable Loops that do not require conditioning:

a)	1-8 lines	Five (5) business days
b)	9-16 lines	Six (6) business days
c)	17-24 lines	Seven (7) business days
d)	25 or more	ICB

(d) Established Service Intervals for existing DS-1 Capable Loops, DS1 Capable Feeder Loop:[1]

a)	1 – 8 lines	Five (5) business days
b)	9 -16 lines	Seven (7) business days
c)	17 – 24 lines	Nine (9) business days
d)	25 or more	ICB

(e) Established Service Intervals for existing DS3 Capable Loops:

a)	1-3 lines	Seven (7) business days
b)	4 or more	ICB

(f) Established Service Intervals for Line Sharing and Line Splitting that do not require conditioning:

a)	1-24 lines	Three (3) business days
b)	25 or More	Three (3) business days

(g) Conditioned Loops for 2/4 Wire Non-Loaded Loops, ADSL Compatible, Basic Rate ISDN Capable, xDSL-I Capable Loops, Line Sharing and Line Splitting:

a)	1-8 lines	Fifteen (15) business days
b)	9 or more	ICB

[1] PUC of South Dakota Findings Regarding Checklist Items 2, 4, 5, and 6, November 12, 2002, page 10, ("*Standard Intervals for Unbundled Loops*").

Exhibit C
SERVICE INTERVAL TABLES

(h) Established Repair Intervals for Basic 2-wire Analog Loops, Line Sharing, Line Splitting, and Shared Distribution Loop:

Twenty-four (24) hours OSS
Forty-eight (48) hours AS

(i) Established Repair Intervals for 4-wire Analog Loops, 2/4 Wire Non-Loaded Loops, Basic Rate ISDN Capable Loops, and ADSL Compatible Loops, xDSL-I Capable Loops, DS1 Capable Loops, DS3 Capable Loops, and OCn Capable Loops:

Four (4) hours

(j) Quick Loop

a)	1 to 24 Lines	Three (3) business days
b)	25 or more Lines	ICB

Quick Loop with Number Portability

a)	1 to 8 Lines	Three (3) business days
b)	9 to 24 Lines	Four (4) business days
c)	25 or more Lines	ICB

(k) OCn Loop

1 or more Lines	ICB

(l) Shared Distribution Loop

1 or more Lines	Five (5) business days

(M) Established Service Intervals for 2/4 wire Distribution and Non-loaded Distribution Loop

1 or more Lines	Two (2) business days or Appointment Scheduler

Exhibit C
SERVICE INTERVAL TABLES

2.0 Unbundled Dedicated Interoffice Transport (UDIT) Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
UDIT, EUDIT, UCCRE			
DS0	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	25 or more	ICB	ICB
DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
OC3 and Higher	1 or more Circuits	ICB	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

3.0 Unbundled Local Switching Service Interval Table:

Product	Services Ordered	Installation Commitments	Repair Commitments
Unbundled Switching			
Unbundled Switching – Line Side Analog With Line Class Code (LCC) already supported in requested switch.	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	25 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – Line Side Analog – Existing – Vertical Feature(s) (Features change without inward line activity and not impacting the design of the circuit.)	1 to 19	Two (2) business days	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
	20 to 39	Four (4) business days	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
	40 or more	ICB	Twenty-four (24) hrs. OOS Forty-eight (48) hrs. AS
Unbundled Switching – New Line Class Code (LCC) ordered through customized routing		ICB	Twenty-four (24) hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With a U S WEST standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seven (7) business days Zone 2: ICB	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	5 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – BRI-ISDN Line-side Port. With non-standard configuration and Line Class Code (LCC) already supported in the requested switch	1 to 4 Lines	Zone 1: Seventeen (17) business days (includes 10 days for complex translations.) Zone 2: ICB	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2

	5 or more	ICB	Twenty-four (24) hrs.
Unbundled Switching – DS1 Trunk Port	1 to 8 Ports	Zone 1: Five (5) business days Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	9 to 16 Ports	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	17 to 24 Ports	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	25 or more Ports	ICB	Twenty-four (24) hrs.
Unbundled Switching – Message Trunk Groups • Translation questionnaire required • Routing to trunks is ordered separately as Customized Routing • DS1 trunk port & UDIT in place.	Zone 1: 1 to 24	Seven (7) business days	Twenty-four (24) hrs.
	25 to 48	Eight (8) business days	Twenty-four (24) hrs.
	49 to 72	Ten (10) business days	Twenty-four (24) hrs.
	73 to 96	Twelve (12) business days	Twenty-four (24) hrs.
	97 to 120	Fourteen (14) business days	Twenty-four (24) hrs.
	121 to 144	Fifteen (15) business days	Twenty-four (24) hrs.
	145 to 168	Sixteen (16) business days	Twenty-four (24) hrs.
	169 to 240	Eighteen (18) business days	Twenty-four (24) hrs.
	241 or more	ICB	Twenty-four (24) hrs.
	Zone 2: 1 to 24	Eighteen (18) business days	Twenty-four (24) hrs.
	25 to 72	Nineteen (19) business days	Twenty-four (24) hrs.
	73 to 120	Twenty (20) business days	Twenty-four (24) hrs.
	121 or more	ICB	Twenty-four (24) hrs.

Exhibit C
SERVICE INTERVAL TABLES

Unbundled Switching – Two Way and DID Equivalent Group (add/change/increase) DS1 trunk port in place	1 to 8 Trunks	Zone 1: Five (5) business days Zone 2: Six (6) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	9 to 16 Trunks	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs Zone 2
	17 to 24 Trunks	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Twenty-four (24) hrs. Zone 1 Twenty-four (24) hrs. Zone 2
	25 or more Trunks	ICB	Twenty-four (24) hrs.
Unbundled Switching – PRI-ISDN Capable Trunk-Side DS1 Trunk port in place	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	4 hrs. Zone 1 4 hrs. Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	4 hrs. Zone 1 4 hrs. Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs. Zone 1 Four (4) hrs. Zone 2
	25 or more	ICB	Four (4) hrs.

Unbundled Packet Switching	• Design changes – 8 Business days • Non-design changes – 5 Business days • Service changes – 5 Business days	New service request – 10 Business days	Twenty-four (24) hrs

4.0 Unbundled Dark Fiber Interval Table:

Installation Guidelines apply where facilities/network capacity is in place, on Qwest-owned, in region facilities. Where non-Qwest locations are involved, intervals are handled on an Individual Case Basis – (ICB).

Product	Activity/ Features	Services Ordered	FOC Guidelines	Installation Guidelines	Repair Guidelines
Dark Fiber					
Initial Records Inquiry (IRI) (simple & complex)			N/A	Ten (10) business days	N/A
Field Verification And Quote Preparation (FVQP)			N/A	Twenty (20) business days	N/A
Provisioning (non-FVQP requests)			N/A	Twenty (20) business days	

5.0 Unbundled Network Elements Platform (UNE-P) Service Interval Table:

For UNE-P POTS, Saturday due dates are available under the following circumstances:

The Saturday Desired Due Date (DDD) must be at least the standard interval.

For dispatched orders, a Saturday appointment must be available and reserved in Appointment Scheduler.

For UNE-P POTS non-dispatched orders, Saturday is counted as part of the standard installation interval, even if a Saturday due date is not desired. For example: when the standard interval is 2 (two) business days, an LSR submitted on a Friday morning may have a due date as early as the following Monday.

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P POTS New Installs, Address Changes, or Change Requests adding new lines. **Facility Check indicates "AVAILABLE (SDT)" and DISPATCH "NO"**		Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
			Forty-eight (48)
Addition, removal, or change of CO Features, PIC/LPIC change, number changes without inward line activity, or hunting changes without inward line activity		Three (3) Business Days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Suspend/Restore	Customers with service placed on "vacation"	Next Business Day (includes Saturday)	Twenty-four (24) hrs OOS 48 hrs AS
Deny/Restore	Treatment for Non-payment issues	Same Business Day if request received before noon MT, otherwise next business day (includes Saturday)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS New Installs, Address Changes, Changes with inward line activity **Facility Check indicates "AVAILABLE DISP. REQ" and DISPATCH "YES"**		Next available due date as indicated by Appointment Scheduler **Note:** Appointment Scheduler minimum default interval is 3 (Three) Business Days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P POTS Directory Listings **Changes –** • **Simple (Non-complex) Listings** - Simple Straight Line and/or Straight-Line Under (SLU) Listings		Same business day	

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion as Specified Retail, Resale, or UNE-P POTS to UNE-P POTS		Depends on changes requested. For instance, addition of another line would follow New Installs guidelines.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
Conversions to UNE-P POTS- UNE-P POTS to UNE-P POTS - Conversion as Is	1 to 39 Lines	Same Business Day if received before noon MT, or Next Business Day if received later than noon MT.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – UNE-P POTS to UNE-P POTS with Line Splitting - Conversion As Specified		3 business days	24 hrs OOS Forty-eight (48) hrs AS
UNE-P Line Splitting – POTS Residence or POTS Business with Line Sharing to UNE-P POTS with Line Splitting - Conversion as Specified		3 BUSINESS DAYS	
UNE-P PBX **New Install,** **Conversion As Specified,** **Changes** (ex. PIC/LPIC or feature changes, etc.), and **Suspend/Restore**	1 to 8 Trunks	Zone 1: Five (5) Business Days Zone 2: Six (6) business days	Four (4) hrs
	9 to 16 Trunks	Zone 1; Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs
	17 to 24 Trunks	Zone 1: Seven (7) business days ZONE 2: EIGHT (8) BUSINESS DAYS	Four (4) hrs
	25 or more Trunks	ICB	Four (4) hrs
		business days	
		business days	
		business days	

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P DSS T1 Facility Installation	1 to 3 Facilities	Nine (9) business days	Four (4) hrs
	4 to 6 Facilities	Twelve (12) business days	Four (4) hrs
	7 to 9 Facilities	Thirteen (13) business days	Four (4) hrs
	10 to 12 Facilities	Seventeen (17) business days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P DSS Trunk Installation when ordered with new T1 Facility (Note: The number of facilities ordered drives the due dates for both facilities and trunks.	1 to 3 Facilities	Twelve (12) business days	Four (4) hrs
	4 to 6 Facilities	Sixteen (16) business days	Four (4) hrs
	7 to 9 Facilities	Twenty (20) business days	Four (4) hrs
	10 to 12 Facilities	Twenty four (24) business days	Four (4) hrs
Conversions to UNE-P DSS- As Is		Five (5) business Days	Four (4) hrs
Conversion As Specified		See intervals for type of change requested	Four (4) hrs
UNE-P DSS- Add/Change Trunks on existing facilities	1 to 8 Trunks	Five (5) business Days	Four (4) hrs
	9 to 16 Trunks	Six (6) business days	Four (4) hrs
	17 to 24 Trunks	Seven (7) business days	Four (4) hrs
	Each Additional 8 Trunks	One (1) business Day for each	Four (4) hrs
UNE-P ISDN BRI New Installs, Address Changes, Change to add Loop (N2Q)	1 to 10 Loops	Thirteen (13) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN BRI Add or Change Feature(s), Add Primary Directory Number (PDN) to established Loop (N2Q), Add Call Appearance	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI- Conversion As Is	1 to 10 Loops	Three (3) business days	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
Conversion to UNE-P ISDN BRI- Conversion As Specified	1 to 10 Loops	Three (3) business days if a Loop is not involved (or) Thirteen (13) business days if a Loop is added or changed	Twenty-four (24) hrs
	11 or more Loops	ICB	Twenty-four (24) hrs
UNE-P ISDN PRI 'New'- New Facility and Associated Trunks (With this activity, the number of facilities ordered drives the due dates for both facilities and trunks. See table below.)	1 to 3	Nine (9) business days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
	4 to 6 7 to 9 10 to 12 Over 12	Twelve (12) business days Thirteen (13) business Seventeen (17) business Add 4 business days for each additional 3 facilities (13-16=21 days, 17-20=25 days, etc.)	Four (4) hrs
UNE-P ISDN PRI 'New'- Trunks	1 to 3 Trunks	Twelve (12) business days	Four (4) hrs
	4 to 6 Trunks	Sixteen (16) business days	Four (4) hrs
	7 to 9 Trunks	Twenty (20) business days	Four (4) hrs
	10 to 12 Trunks	Twenty-four (24) business days	Four (4) hrs
	13 or more Trunks	Facility due date plus 5 days	Four (4) hrs

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
Conversion to UNE-P ISDN PRI- As Specified		See intervals for type of change requested	Four (4) hrs
As Is		Five (5) business days	Four (4) hrs
UNE-P ISDN PRI- Add/Change Trunks on Existing Facility	1 to 8	Five (5) business days business days	Four (4) hrs
	9 to 16	Six (6) business days	Four (4) hrs
	17 to 24	Seven (7) business days	Four (4) hrs
	Over 25	ICB	Four (4) hrs
UNE-P Centrex 21 - Non Designed- Conversions as Specified		Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex 21 - Non Designed- New Installations, **Address Changes, and Change Requests adding new lines**	[Facility check indicates "Available Dispatch Required" and Dispatch "Yes".]	Next available due date as indicated by Appointment Scheduler **Note:** Appointment Scheduler minimum default interval is 3 (Three) business days.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Establish Common Block	1 to 21 Lines - No Optional Features	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	1 to 21 Lines - w/ Optional Features (i.e., ARS, DFIs, SMDR, UCD, etc.)	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	22 or more Lines with or without Optional Features	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Feature Additions requiring Common Block activity per Common Block	1 to 10 Lines	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Line Class Codes (LCCs)/ CAT/NCOS/DPAT additions/changes requiring Common Block work.	Per Common Block (must be existing Line Class Codes(LCCs)/ CAT/NCOS/DPAT)	Five (5) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	If new LCC/CAT/NCOS or DPAT	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Centrex Management System (CMS)	New Common Blocks & Cust ID's (lines installed at the same time the Common Block is installed)	Twenty (20) business days (after the initial Common Block & associated lines are installed)	N/A
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **Common Block Configuration Required** - Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** - Centrex Management System (CMS) Network Access Registers (NARs)	Additional/New Station Lines to be added to CMS	Five (5) business days after line is installed	N/A
	Additions	Five (5) business days	N/A
	Change from Non Blocked to Blocked Service	ICB	N/A

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** - Station Lines (subsequent to the establishment of the Common Block) Includes: Conversions New Lines Moves **NOTE**: On conversions, numbers are "chipped" into the Common Block at the time of installation.	1 to 10 Lines per location	Five (5) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	11 to 20 Lines per location	Ten (10) business days or Next available due date thereafter as indicated by Appointment Scheduler.	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	21 or more Lines per location	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Line Feature changes/additions/ Removals	1 to 19 Lines	Three (3) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	20 or more Lines	ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Designed Services subsequent to initial Common Block installation	Tie Lines/DFI/FX	Thirteen (13) business days (may be longer due to facility due date requirements)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Automatic Route Selection (ARS)	Subsequent to Common Block Installation	Twenty (20) business days (may be longer if the activation of ARS is tied to a Private Line facility installation)	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Changes to Patterns: 1 to 25 changes 26 to 50 changes 51 or more changes	business days: Five (5) days Ten (10) days Twenty (20) days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
	Adding new Patterns	Twenty (20) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

Exhibit C
SERVICE INTERVAL TABLES

Product	Services Ordered	Installation Commitments	Repair Commitments
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Uniform Call Distribution (UCD)	Per Request	Thirteen (13) business days	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS
UNE-P Centrex Plus / UNE-P Centron [Centron is MN only] **No Common Block Configuration Required** Additional Numbers subsequent to initial Common Block installation **NOTE:** Additional numbers are "chipped" into the Common Block at the time of request.	Blocks (No limit on amount of numbers.)	Five (5) business days	N/A

Exhibit C
SERVICE INTERVAL TABLES

6.0 Enhanced Extended Loop Service Interval Table (EEL):

Product	Services Ordered	Installation Commitments	Repair Commitments
Enhanced Extended Loop (EEL)- DS0 or Voice Grade Equivalent	1 to 8	Zone 1: Five (5) business days Zone 2: Six (6) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Seven (7) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS1	1 to 8	Zone 1: Five (5) business days Zone 2: Eight (8) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	9 to 16	Zone 1: Six (6) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	17 to 24	Zone 1: Seven (7) business days Zone 2: Ten (10) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	25 or more	ICB	Four (4) hrs
Enhanced Extended Loop (EEL) – DS3	1 to 3 Circuits	Zone 1: Seven (7) business days Zone 2: Nine (9) business days	Four (4) hrs Zone 1 Four (4) hrs Zone 2
	4 or more Circuits	ICB	Four (4) hrs
Enhanced Extended Loop Conversions (EEL-C) – Private Line (PLTS) - Conversion as is		ICB	Twenty-four (24) hrs OOS Forty-eight (48) hrs AS

* Installation Guidelines apply where facilities/network capacity is in place. Where facilities/network capacity are not in place, intervals are handled on an Individual Case Basis (ICB).

Exhibit D

Date General Information Provided by Qwest:_____
General Agreement :_____
BAN Number(must be assigned before processing):_____

REVISED QWEST RIGHT OF WAY, POLE ATTACHMENT, INNERDUCT OCCUPANCY GENERAL INFORMATION: EFFECTIVE 6/29/01

1. PURPOSE. The purpose of this General Information document is to share information and provide or deny permission to attach and maintain CLEC's facilities ("Facilities") to Qwest Corporation's ("Qwest") Poles, to place Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") and to obtain access to Qwest's duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment ("ROW"), to the extent Qwest has the right to grant such access. This General Information is necessary to determine if Qwest can meet the needs of the CLEC's request but does not guarantee that physical space or access is currently available. Permission will be granted on a first-come, first-serve basis on the terms and conditions set forth in the appropriate agreement pertaining to "Poles/Innerduct". [1]

2. PROCESS. The Qwest process is designed to provide the CLEC the information so as to assist CLEC and Qwest to make Poles, Innerduct and ROW decisions in a cost-efficient manner. The Process has these distinct steps:

2.1 Inquiry Review - Attachment 1.A (Database Search). The CLEC is requested to review this document and return Attachment 1.A along with two copies of a map and the nonrefundable Inquiry Fee, calculated in accordance with Attachment 1.A hereto. These fees are intended to cover Qwest's expenses associated with performing an internal record (database) review, preparing a cost estimate for the required field survey, setting up an account, and determining time frames for completion of each task to meet the CLEC's Request. Be sure a BAN number is assigned by the Qwest Service Support Representative for each request before sending an Attachment 1.A. To request a BAN number send an email requesting one to: wsst@qwest.com. include your name, company, phone number, email address, city and state of our inquiry. A BAN number will be assigned to your inquiry and will be emailed to you along with other materials.

As indicated on Attachment 1.A, a copy of the signed Attachment and maps of the desired route must be emailed to wsst@qwest.com while the fee must be sent to the Qwest CLEC Joint Use Manager with the original signed Attachment 1.A. The map should clearly show street names and highways along the entire route, and specific locations of entry and exit of the ROW/duct/pole system. Area Maps should be legible and identify all significant geographic characteristics including, but not limited to, the following: Qwest central offices, streets, cities, states, lakes, rivers, mountains, etc. Qwest reserves the right to reject illegible or incomplete maps. If CLEC wishes to terminate at a particular manhole (such as a POI) it must be indicated on the maps. For ROW: Section, Range and Township, to the ¼ section must also be provided.

Qwest will complete the Inquiry review and prepare and return a Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation (Attachment 1.B) to the CLEC generally within ten (10) days of receipt of Attachment 1.A or the applicable federal or state law, rule or regulation that governs this Agreement in the state in which Innerduct attachment is requested. In the case of poles, Qwest will assign a Field Engineer and provide his/her name and phone number to the CLEC. The Field Engineer will check the local database and be available for a joint verification with the CLEC. The Poles/Innerduct Verification/ROW Access Agreement

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This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

Preparation Costs Quotation will be valid for thirty (30) calendar days from the date of quotation. The Inquiry step results only in the location and mapping of Qwest facilities and does not indicate whether space is available. This information is provided with Attachment 1.B. [2]

In the case of ROW, Qwest will prepare and return a ROW Matrix and a copy of agreements listed in the ROW Matrix, within ten (10) days. The ROW Matrix will identify (a) the owner of the ROW as reflected in Qwest's records, (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of the ROW, and (c) the nature of each ROW (i.e., publicly recorded and non-recorded). The ROW Matrix will also indicate whether or not Qwest has a copy of the ROW agreement in its possession. Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that, to the extent that real property rights run with the land, the original granting party may not be the current owner of the property. [3]

In the case of MTEs, Qwest will prepare and return an MTE Matrix, within ten (10) days, which will identify (a) the owner of the MTE as reflected in Qwest's records, (b) whether or not Qwest has a copy of the agreement between Qwest and the owner of a specific MTE that grants Qwest access to the MTE in its possession, and (c) the nature of each ROW (i.e., publicly recorded and non-recorded). Qwest makes no representations or warranties regarding the accuracy of its records, and CLEC acknowledges that the original landowner may not be the current owner of the property. [4]

If Qwest has a copy of such ROW agreement (whether publicly recorded or not) and there is no specific provision affording the third party property owner confidentiality, Qwest will provide the agreement to the CLEC when it provides the MTE Matrix or ROW Matrix, as applicable, to CLEC. If Qwest has a copy of such ROW agreement, the agreement is not publicly recorded and the agreement contains a specific provision affording the third party property owner confidentiality, then at the time Qwest provides CLEC the MTE Matrix or ROW Matrix, as applicable, Qwest shall also provide a copy of the specific provision from such agreement affording the third party property owner confidentiality together with a written statement signed by a Qwest employee verifying that such employee knows such provision to be a true and correct copy from the agreement. If CLEC has already satisfied one of the conditions set forth in Section 10.8.2.27.2, Qwest will provide CLEC with the following information from such agreement at the time Qwest provides the MTE Matrix or ROW Matrix, as applicable, and confidentiality provision: (a) the ownership or control over ducts, conduits, or rights-of-way within the property described in the agreement, including provisions which define the scope of Qwest's ownership or control of the ducts, conduits or rights-of-way; (b) the ownership of wire within the property described in the agreement; (c) the demarcation point between Qwest facilities and the property owner's facilities in the property described in the agreement; (d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property; (e) the term of the agreement; and (f) the parties to the agreement. If CLEC has not already satisfied one of the conditions set forth in Section 10.8.2.27.2, Qwest will provide CLEC with the foregoing information (items (a) through

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(f), above) from such agreement within three (3) business days after CLEC satisfies one of the conditions. [5]

Qwest will provide to CLEC a copy of an agreement listed in the MTE Matrix or ROW Matrix, as applicable, that has not been publicly recorded and that contains a specific provision affording the thrid party property owner confidentiality, upon satisfaction by CLEC of any one of the following conditions: (1) CLEC obtains authorization for such disclosure from the third party owner(s) of the real property at issue by presenting to Qwest an executed version of the Consent to Disclosure form that is included in Attachment 4 to Exhibit D of this Agreement; (2) CLEC provides a legally binding and satisfactory agreement to indemnify Qwest in the event of any legal action arising out of Qwest's provision of such agreement to CLEC; or (3) CLEC agrees to be bound by the terms and conditions of and executes the Form Protective Agreement set forth in Attachment 5 to Exhibit D of this Agreement. CLEC must satisfy only one of the conditions set forth in this section. CLEC's election of the specific condition to satisfy remains at all times within its sole discretion. CLEC may specify at the time it executes this Agreement its election of the means by which it chooses to satisfy the conditions of this Section for all agreements CLEC may request during the term of this Agreement. [6]

Without waiving any right it may have to confidentiality in an agreement that provides Qwest access to a MTE that Qwest provides to CLEC or that CLEC obtains from the MTE owner or operator, Qwest shall redact all dollar figures from copies of agreements that have not been publicly recorded that Qwest provides to CLEC and shall require that the MTE owner or operator make similar redaction's prior to disclosure of the agreement. [7]

If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

2.2 Attachment 1.B (Verification) & Attachment 4 (Access Agreement Preparation). With respect to Poles and Innerduct, upon review and acceptance of signed Attachment 1.B and payment of the estimated verification costs by the CLEC, Qwest will conduct facilities verification and provide the requested information which may or may not include the following: a review of public and/or internal Qwest right-of-ways records for restrictions, identification of additional rights-of-way required; a field survey and site investigation of the Innerduct, including the preparation of distances and drawings, to determine availability on existing Innerduct; identification of any make-ready costs required to be paid by the CLEC, if applicable, prior to installing its facilities. In the case of Poles, Attachment 1.B orders the field verification which may be done jointly. A copy of the signed Attachment 1.B should be emailed to wsst@qwest.com while the appropriate fees should be sent to the Qwest-CLEC Joint Use Manager with the original signed Attachment 1.B. Upon completion of the verification, Attachment 2 will be sent to the CLEC by Qwest.

With respect to ROW, upon review and acceptance of signed Attachment 1.B and payment of the ROW conveyance consideration, Qwest will deliver to the CLEC an executed and acknowledged

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Access Agreement to the CLEC in the form attached hereto as Attachment 4 (the "Access Agreement"). In the event that Qwest has a copy of the Right-of-Way Agreement in its files, a copy of the Right-of-Way Agreement, as defined in the Access Agreement, will be attached to the Access Agreement and provided to the CLEC at the time of delivery of the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its possession, the Access Agreement will not have a copy of the Right-of-Way Agreement attached. If Qwest does not have a copy of the Right-of-Way Agreement in its possession, the CLEC must obtain a copy of the Right-of-Way Agreement or other suitable documentation reasonably satisfactory to Qwest to describe the real property involved and the underlying rights giving rise to the Access Agreement. [8]

Although Qwest will provide the identity of the original grantor of the ROW, as reflected in Qwest's records, the CLEC is responsible for determining the current owner of the property and obtaining the proper signature and acknowledgement to the Access Agreement. If Qwest does not have a copy of the Right-of-Way Agreement in its records, it is the responsibility of the CLEC to obtain a copy of the Right-of-Way Agreement. If the ROW was created by a publicly recorded document, the CLEC must record the Access Agreement (with the Right-of-Way Agreement attached) in the real property records of the county in which the property is located. If the ROW was created by a grant or agreement that is not publicly recorded, CLEC must provide Qwest with a copy of the properly executed and acknowledged Access Agreement. [9]

Qwest is required to respond to each Attachment 1.B. submitted by CLEC within 35 days of receiving the Attachment 1.B. [10]

2.3 Poles/Duct Order Attachment 2 (Access). In the case of Poles and Innerduct, upon completion of the inquiry and verification work described in Section 2.2 above, Qwest will provide the CLEC a Poles/Innerduct Order (Attachment 2) containing annual recurring charges, estimated Make-ready costs. Upon receipt of the executed Attachment 2 Order form from the CLEC and applicable payment for the Make-Ready Fees identified, Qwest will assign the CLEC's requested space; Qwest will also commence the Make-ready work within 30 days following payment of the Make-Ready Fees. Qwest will notify CLEC when Poles/Innerduct are ready for attachment or placement of Facilities. A copy of the signed Attachment 2 form should be emailed to wsst@qwest.com while the payment should go to the Joint Use Manager along with the original signed Attachment 2.

NOTE: Make-ready work performed by Qwest concerns labor only. For Poles it involves rearrangement to accommodate the new attachment. For Innerduct, it involves placing the standard three innerducts in the conduit to accommodate fiber cable where spare conduit exists. Segments without conduit space are considered "blocked". Qwest will consider repair or clearing damaged facilities, but may not construct new facilities as part of Make-ready work.

Construction work to place conduit or replace poles may be required where facilities are blocked. The CLEC may contract separately with a Qwest-approved contractor to complete the construction provided a Qwest inspector inspects the work during and after construction. If other parties benefit from construction, the costs may be divided among the beneficiaries. Construction

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This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

South Dakota Order Regarding Checklist Items 3,7,8,9,10 and 12 at page 17.

costs are not included in Attachment 2. The CLEC is not encouraged to sign the Poles/Innerduct Order (Attachment 2) until provisions have been made for construction.

2.4 Provision of ROW/Poles/Innerduct. Qwest agrees to issue to CLEC for any lawful telecommunications purpose, a nonexclusive, revocable Order authorizing CLEC to install, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct to the extent owned or controlled by Qwest. Qwest provides access to Poles/Innerduct/ROW in accordance with the applicable federal, state, or local law, rule, or regulation, incorporated herein by this reference, and said body of law, which governs this Agreement in the state in which Poles/Innerduct is provided. Any and all rights granted to CLEC shall be subject to and subordinate to any future federal, state, and/or local requirements. Nothing in this General Information shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by the CLEC.

The costs included in the Poles/Innerduct Verification Fee are used to cover the costs incurred by Qwest in determining if Poles/Innerduct space is available to meet the CLEC's request; however, the CLEC must agree and will be responsible for payment of the actual costs incurred if such costs exceed the estimate. If the actual costs are less than the estimate, an appropriate credit can be provided upon request. If Qwest denies access, Qwest shall do so in writing, specifying the reasons for denial within 45 days of the initial inquiry.

Likewise, the fees included in the ROW processing costs quotation are used to cover the costs incurred by Qwest in searching its databases and preparing the Access Agreement. In the event that complications arise with respect to preparing the Access Agreement or any other aspect of conveying access to Qwest's ROW, the CLEC agrees to be responsible for payment of the actual costs incurred if such costs exceed the standard fees; actual costs shall include, without limitation, personnel time, including attorney time.

3. DISPUTE RESOLUTION

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

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

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

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

ATTACHMENT 1. A
Poles/Innerduct/ or ROW Inquiry Preparation Fee

General Agreement _____
BAN Number (one for each route must be assigned before processing):_____

Date Submitted:_____ Date Replied to CLEC: _____

CLEC Name_____Contact name:_____
Billing Address: _____
Phone Number:_____ e-mail address:_____
State and city of inquiry:_____

Poles/Innerduct Permit Database Search Costs Quotation

(One Mile Minimum)	Costs	Est. Miles	Total
1. Pole Inquiry Fee	(see attached pricing chart) X _____	=	$_____
2. Innerduct Inquiry Fee	(see attached pricing chart) X_____	=	$_____
3. ROW Records Inquiry	(see attached pricing chart) X_____	=	$_____

4. Estimated Interval for Completion of Items 1, 2 or 3: 10 Days
5. Additional requirements of CLEC: _____

This Inquiry will result in (a) for Poles and Innerduct: a drawing of the duct or innerduct structure fitting the requested route, if available, and a quote of the charges for field verification, and/or (b) in the case of ROW, a ROW Matrix or MTE Matrix, as applicable, a quote of the charges for preparation of and consideration for, the necessary Access Agreements, and copies of ROW documents in Qwest's Possession. (c) For Poles, the name and telephone number of the Field Engineer are provided so that the CLEC may contact the Qwest Field engineer and discuss attachment plans. If a field verification of poles is required, Attachment 1.B must be completed and the appropriate charges paid. Innerduct verification is always needed. [11]

By signing below and providing payment of the Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its database/records search and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such Poles/Innerduct. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

This signed form (original) must be sent with a check for the Inquiry amount (to "Qwest") to:
Manager, Qwest Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112 303-784-0387
A copy of this form must be sent with two acceptably-detailed maps showing the requested route to:
Qwest Service Representative at: wsst@qwest.com. **Put "Agree" on signature line.**

ATTACHMENT 1.B

General Agreement _____
BAN Number:_____

Poles/Innerduct Verification/ROW Access Agreement Preparation Costs Quotation

Date Nonrefundable Received: Date Replied to CLEC: _____

NOTE: THIS ATTACHMENT WILL BE COMPLETED BY QWEST AND SENT TO THE CLEC FOR SIGNATURE AFTER THE DATABASE INQUIRY IS COMPLETE.

	Estimated Costs	Number	Total Charge
1. Pole Field Verification Fee (10 pole minimum)	_____	_____	$_____
2. Innerduct Field Verification Fee	_____	_____	$_____
3. Preparation of private ROW documents	_____	_____	$_____
4. Access Agreement Prep. and Consideration$10/ Access Agreement		_____	$_____

5. Estimated Interval to Complete Items 1 or2 or 3 and/or 4: _____ Working Days

Comments: _____

By signing below and providing payment of the Total Estimated Costs identified above, the CLEC desires Qwest to proceed with the processing of its field survey/preparation of Access Agreements, and acknowledges receipt of this General Information, including the General Terms and Conditions under which Qwest offers such ROW/Poles/Innerduct. The CLEC acknowledges the above costs are estimates only and CLEC may be financially responsible for final actual costs which exceed this estimate, or receive credit if requested. Quotes expire in 30 days.

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title
Date		Date

The original signed form must be sent with a check for the verification amount to:
Manager, Qwest CLEC Joint Use, 6912 S Quentin, Suite 101, Englewood, CO 80112
An email copy of this form must be sent to: wsst@qwest.com, with "Agree" on the signature line.

Exhibit D

ATTACHMENT 2
Poles/Innerduct Order General Agreement _____
BAN Number:_____

NOTE: THIS FORM WILL BE COMPLETED BY QWEST AND SENT TO CLEC FOR SIGNATURE
Make-ready Work required: Yes ( ) No ( ) Date Received_____

If Yes is checked, estimated Make-ready costs: $ _____

The following Attachments are hereby incorporated by reference into this Order:

1. Term - Effective Date - _____.
2. Summary of Field Results (including Make-Ready work if required).
3. When placing fiber, CLEC must:

a. provide Qwest representative, a final design of splice, racking and slack locations in Qwest utility holes.
b. tag all equipment located in/on Qwest's facilities from beginning of the route to the end, and at the entrance and exit of each utility hole with the following information: (1) CLEC's Name and Contact Number, (2) Contract Number and Date of Contract, (3) Number of Fibers in the Innerduct and Color of Occupied Innerduct.

Annual Recurring Charges for this Permit:

	Annual Charge	Quantity	Total Annual Charge
1. Pole Attachment, Per Pole	$ _____/	_____	$_____
2, Innerduct Occupancy, Per Foot	$ _____	_____	$_____
3.Request conf. call for Construction?	____ YES ____ NO		

Please check YES if construction by Qwest is needed for access to Qwest manholes (e.g. core drills, stubouts, not innerduct placement) For Poles, quantity is based on the number of vertical feet used (One cable attachment = one foot). If you do not place an order at this time, these Poles/Innerduct will be assigned on a first come-first served basis.

Additional Comments: THE ESTIMATED COSTS ARE FOR THE INSTALLATION OF INNERDUCT OR REARRANGEMENT PER THE WORK SHEETS. THE ANNUAL RECURRING CHARGE FOR YEAR 2001 HAS BEEN PRORATED TO_____ (/DAY * DAYS). PLEASE PROVIDE PAYMENT FOR THE MAKE-READY COSTS AND THE PRORATED 2001 RECURRING FEE ALONG WITH THIS SIGNED ORDER_____

By signing below and providing payment of the Make-ready costs and the first year's prorated Annual Recurring Charge (or, if CLEC requests Semiannual billing, then the first half-year's prorated Semiannual Recurring Charge), the CLEC desires Qwest to proceed with the Make-ready Work identified herein and acknowledges receipt of the General Terms and Conditions under which Qwest offers such Poles/Innerduct. By signing this document you are agreeing to the access described herein. Quotes expire in 90 days.

Return this signed form and check to: **Manager, Joint Use Supervisor, Suite 101, 6912 S. Quentin, Englewood, CO 80112.** Send a copy to: **wsst@qwest.com.**

		Qwest Corporation
Signature		Signature
Name Typed or Printed		Name Typed or Printed
Title		Title

Date		Date

Exhibit D

ATTACHMENT 3

General Agreement:_____

QWEST RIGHT OF WAY ACCESS, POLE ATTACHMENT AND/OR INNERDUCT OCCUPANCY GENERAL TERMS AND CONDITIONS

This is an Agreement between _____ ("CLEC") and Qwest Corporation ("Qwest"), for one or more Orders for the CLEC to obtain access to Qwest's Right-of-Way ("ROW") and/or to install/attach and maintain their communications facilities ("Facilities") to Qwest's Poles and/or placement of Facilities on or within Qwest's Innerduct (collectively "Poles/Innerduct") described in the General Information and CLEC Map, which are incorporated herein by this reference (singularly "Order" or collectively, "Orders"). If there is no other effective agreement (*i.e.,* an Interconnection Agreement) between CLEC and Qwest concerning access to Poles, Ducts and ROW, then this Agreement/Attachment 3 must be executed by both parties in order to start the Inquiry Review and in order for CLEC to obtain access to Poles, Ducts and/or ROW.

1. SCOPE.

1.1 Subject to the provisions of this Agreement, Qwest agrees to issue to CLEC for any lawful telecommunications purpose, (a) one or more nonexclusive, revocable Orders authorizing CLEC to attach, maintain, rearrange, transfer, and remove at its sole expense its Facilities on Poles/Innerduct owned or controlled by Qwest, and/or (b) access to Qwest's ROW to the extent that (i) such ROW exists, and (ii) Qwest has the right to grant access to the CLEC. Any and all rights granted to CLEC shall be subject to and subordinate to any future local, state and/or federal requirements, and in the case of ROW, to the original document granting the ROW to Qwest or its predecessors.

1.2 Except as expressly provided herein, nothing in this Agreement shall be construed to require or compel Qwest to construct, install, modify, or place any Poles/Innerduct or other facility for use by CLEC or to obtain any ROW for CLEC's use.

1.3 Qwest agrees to provide access to ROW/Poles/Innerduct in accordance with the applicable local, state or federal law, rule, or regulation, incorporated herein by this reference, which governs this Agreement in the state in which Poles/Innerduct is provided.

2. TERM. Any Order issued under this Agreement for Pole attachments or Innerduct occupancy shall continue in effect for the term specified in the Order. Any access to ROW shall be non-exclusive and perpetual, subject to the terms and conditions of the Access Agreement (as hereinafter defined) and the original instrument granting the ROW to Qwest. This Agreement shall continue during such time CLEC is providing Poles/Innerduct attachments under any Order to this Agreement.

3. TERMINATION WITHOUT CAUSE.

3.1 To the extent permitted by law, either party may terminate this Agreement (which will have the effect of terminating all Orders hereunder), or any individual Order(s) hereunder, without cause, by providing notice of such termination in writing and by certified Mail to the other party. The written notice for termination without cause shall be dated as of the day it is mailed and shall be effective no sooner than one hundred twenty (120) calendar days from the date of such notice.

3.2. Termination of this Agreement or any Order hereunder does not release either party from any liability under this Agreement that may have accrued or that arises out of any claim that may have been accruing at the time of termination, including indemnity, warranties, and confidential information.

3.3 If Qwest terminates this Agreement for Cause, or if CLEC terminates this Agreement without Cause, CLEC shall pay termination charges equal to the amount of fees and charges remaining on the terminated Order(s) and shall remove its Facilities from the Poles/Innerduct within sixty (60) days, or cause Qwest to remove its Facilities from the Poles/Innerduct at CLEC's expense; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed. Notwithstanding anything herein to the contrary, upon the termination of this Agreement for any reason whatsoever, all Orders hereunder shall simultaneously terminate.

3.4 If this Agreement or any Order is terminated for reasons other than Cause, then CLEC shall remove its Facilities from Poles/Innerduct within one hundred and eighty (180) days from the date of termination; provided, however, that CLEC shall be liable for and pay all fees and charges provided for in this Agreement to Qwest until CLEC's Facilities are physically removed.

3.5 Qwest may abandon or sell any Poles/Innerduct at any time by giving written notice to the CLEC. Upon abandonment of Poles/Innerduct, and with the concurrence of the other CLEC(s), if necessary, CLEC shall, within sixty (60) days of such notice, either apply for usage with the new owner or purchase the Poles/Innerduct from Qwest, or remove its Facilities therefrom. Failure to remove its Facilities within sixty (60) days shall be deemed an election to purchase the Poles/Innerduct at the current market value.

4. CHARGES AND BILLING.

4.1. CLEC agrees to pay Qwest Poles/Innerduct usage fees ("Fees") as specified in the Order. Fees will be computed in compliance with applicable local, state and Federal law, regulations and guidelines. Such Fees will be assessed, in advance on an annual basis. Annual Fees will be assessed as of January 1st of each year. Fees are not refundable except as expressly provided herein. CLEC shall pay all applicable Fees and charges specified herein within thirty (30) days from receipt of invoice. Any outstanding invoice will be subject to applicable finance charges.

4.2. Qwest has the right to revise Fees, at its sole discretion, upon written notice to CLEC within at least sixty (60) days prior to the end of any annual billing period.

5. INSURANCE. The CLEC shall obtain and maintain at its own cost and expense the following insurance during the life of the Contract:

5.1. Workers' Compensation and/or Longshoremen's and Harbor Workers Compensation insurance with (1) statutory limits of coverage for all employees as required by statute; and (2) although not required by statute, coverage for any employee on the job site; and (3) Stop Gap liability or employer's liability insurance with a limit of One Hundred Thousand Dollars ($100,000.00) for each accident.

5.2 General liability insurance providing coverage for underground hazard coverage (commonly referred to as "U" coverage), products/completed operations, premises operations, independent contractor's protection (required if contractor subcontracts the

work), broad form property damage and contractual liability with respect to liability assumed by the CLEC hereunder. This insurance shall also include: (1) explosion hazard coverage (commonly referred to as "X" coverage) if the work involves blasting and (2) collapse hazard coverage (commonly referred to as "C" coverage) if the work may cause structural damage due to excavation, burrowing, tunneling, caisson work, or under-pinning. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.3 Comprehensive automobile liability insurance covering the use and maintenance of owned, non-owned and hired vehicles. The limits of liability for this coverage shall be not less than One Million Dollars ($1,000,000.00) per occurrence combined single limit for bodily injury or property damage. These limits of liability can be obtained through any combination of primary and excess or umbrella liability insurance.

5.4 Qwest may require the CLEC from time-to-time during the life of the Contract to obtain additional insurance with coverage or limits in addition to those described above. However, the additional premium costs of any such additional insurance required by Qwest shall be borne by Qwest, and the CLEC shall arrange to have such costs billed separately and directly to Qwest by the insuring carrier(s). Qwest shall be authorized by the CLEC to confer directly with the agent(s) of the insuring carrier(s) concerning the extent and limits of the CLEC's insurance coverage in order to assure the sufficiency thereof for purposes of the work performable under the Contract and to assure that such coverage as a hole with respect to the work performable are coordinated from the standpoint of adequate coverage at the least total premium costs.

5.5 The insuring carrier(s) and the form of the insurance policies shall be subject to approval by Qwest. The CLEC shall forward to Qwest, certificates of such insurance issued by the insuring carrier(s). The insuring carrier(s) may use the ACORD form, which is the Insurance Industries certificate of insurance form. The insurance certificates shall provide that: (1) Qwest is named as an additional insured; (2) thirty (30) calendar days prior written notice of cancellation of, or material change or exclusions in, the policy to which the certificates relate shall be given to Qwest; (3) certification that underground hazard overage (commonly referred to as "U" coverage) is part of the coverage; and (4) the words "pertains to all operations and projects performed on behalf of the certificate holder" are included in the description portion of the certificate. The CLEC shall not commence work hereunder until the obligations of the CLEC with respect to insurance have been fulfilled. The fulfillment of such obligations shall not relieve the CLEC of any liability hereunder or in any way modify the CLEC's obligations to indemnify Qwest.

5.6 Whenever any work is performed requiring the excavation of soil or use of heavy machinery within fifty (50) feet of railroad tracks or upon railroad right-of-way, a Railroad Protective Liability Insurance policy will be required. Such policy shall be issued in the name of the Railroad with standard limits of Two Million Dollars ($2,000,000.00) per occurrence combined single limit for bodily injury, property damage or physical damage to property with an aggregate limit of Six Million Dollars ($6,000,000.00). In addition, said policy shall name Qwest and the CLEC/SubCLEC on the declarations page with respect to its interest in these specific job. Said insurance policy shall be in form and substance satisfactory both to the Qwest and the Railroad and shall be delivered to and approved by both parties prior to the entry upon or use of the Railroad Property.

5.7 Whenever any work must be performed in the Colorado State Highway right-of-way, policies and certificates of insurance shall also name the State of Colorado as an additional insured. Like coverage shall be furnished by or on behalf of any subcontractor. Copies of said certificates must be available on site during the performance of the work.

6. CONSTRUCTION AND MAINTENANCE OF FACILITIES.

6.1 Qwest retains the right, in its sole judgment, to determine the availability of space on Poles/Innerduct. When modifications to a Qwest spare conduit include the placement of innerduct, Qwest retains the right to install the number of innerducts required to occupy the conduit structure to its full capacity. In the event Qwest determines that rearrangement of the existing facilities on Poles/Innerduct is required before CLEC's Facilities can be accommodated, the cost of such modification will be included in the CLEC's nonrecurring charges for the associated Poles/Innerduct Order.

6.2 CLEC shall be solely responsible for obtaining the necessary underlying legal authority to occupy Poles/Innerduct on governmental, federal, Native American, and private rights of way, as applicable, and Qwest does not warrant or represent that providing CLEC with access to the Poles/Innerduct in any way constitutes such legal right. The CLEC shall obtain any necessary permits, licenses, bonds, or other legal authority and permission, at the CLEC's sole expense, in order to perform its obligations under this Agreement. The CLEC shall contact all owners of public and private rights-of-way, as necessary, to obtain written permission required to perform the work prior to entering the property or starting any work thereon and shall provide Qwest with written documentation of such legal authority prior to placement of its facilities on or in the Poles/Innerduct. The CLEC shall comply with all conditions of rights-of-way and Orders.

6.3 CLEC's Facilities shall be placed and maintained in accordance with the requirements and specifications of the current applicable standards of Bellcore Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which are incorporated herein by reference, and any governing authority having jurisdiction of the subject matter of this Agreement. Where a difference in specifications exists, the more stringent shall apply. Failure to maintain Facilities in accordance with the above requirements shall be Cause as referenced in Section 3 to this Agreement for termination of the Order in question. Termination of more than two (2) Orders in any twelve-month period pursuant to the foregoing sentence shall be Cause as referenced in Section 3 for termination of this Agreement. Qwest's procedures governing its standard maintenance practices shall be made available upon request for public inspection at the appropriate Qwest premises. CLEC's procedures governing its standards maintenance practices for Facilities shall be made available to Qwest upon written request. CLEC shall within thirty (30) days comply and provide the requested information to Qwest to bring their facilities into compliance with these terms and conditions.

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

6.5 In the event of an infrastructure outage, the CLEC should contact their Network Maintenance Center at 1-800-223-7881 or the CLEC may contact their Account Manager at the Interconnect Service Center.

7. MODIFICATION TO EXISTING POLES/INNERDUCT.

7.1. If CLEC requests Qwest to replace or modify existing Poles/Innerduct to increase its strength or capacity for the benefit of the CLEC and Qwest determines in its sole discretion to provide the requested capacity, the CLEC shall pay Qwest the total replacement cost, Qwest's cost to transfer its attachments, as necessary, and the cost for removal (including destruction fees) of any replaced Poles/Innerduct, if such is necessary. Ownership of new Poles/Innerduct shall vest in Qwest. To the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total cost as outlined above, based on the ratio of the amount of new space occupied by the Facilities to the total amount of space occupied by all parties joining the modification. Modifications that occur in order to bring Poles/Innerduct into compliance with applicable safety or other requirements shall be deemed to be for the benefit of the multiple parties and CLEC shall be responsible for its pro rata share of the modification cost. Except as set forth herein, CLEC shall have no obligation to pay any of the cost of replacement or modification of Poles/Innerduct requested solely by third parties.

7.2 Written notification of modification initiated by or on behalf of Qwest shall be provided to CLEC at least sixty (60) days prior to beginning modifications if such modifications are not the result of an emergency situation. Such notification shall include a brief description of the nature and scope of the modification. If CLEC does not rearrange its facilitates within sixty (60) days after receipt of written notice from Qwest requesting such rearrangement, Qwest may perform or cause to have performed such rearrangement and CLEC shall pay for cost thereof. No such notice shall be required in emergency situations or for routine maintenance of Poles/Innerduct.

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

8.1. CLEC shall provide written notice to Qwest, at least fifteen (15) days in advance, of the locations where CLEC's plant is to be constructed.

8.2. The CLEC shall forward Exhibit A, entitled "Pulling In Report" attached hereto and incorporated herein by this reference, to Qwest within five (5) business days of the date(s) of the occupancy.

8.3. Qwest shall provide written notification to CLEC within seven (7) days of the date of completion of a final construction inspection.

8.4. Where final construction inspection by Qwest has been completed, CLEC shall be obligated to correct non-complying conditions within thirty (30) days of receiving written notice from Qwest. In the event the corrections are not completed within the thirty (30)-day period, occupancy authorization for the Poles/Innerduct system where non-complying conditions remain uncorrected shall terminate immediately, regardless of whether CLEC has energized the facilities occupying said Poles/Innerduct system, unless Qwest has provided CLEC a written extension to comply. CLEC shall remove its facilities from said Poles/Innerduct in accordance with the provisions set forth in Section 10 of this Agreement. No further occupancy authorization shall be issued to CLEC until such non-complying conditions are corrected or until CLEC's facilities are removed from the Pole/Conduit system where such non-complying conditions exist. If agreed to in writing, by both parties, Qwest shall perform such corrections and CLEC shall pay Qwest the cost

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

8.5. Once the CLECs facilities occupy Qwest Poles/Innerduct system and Exhibit A has been received by Qwest, Qwest may perform periodic inspections. The cost of such inspections shall be borne by Qwest, unless the inspection reveals any violations, hazards, or conditions indicating that CLEC has failed to comply with the provisions set forth in this Agreement, in which case the CLEC shall reimburse Qwest for full costs of inspection, and re-inspection to determine compliance as required. A CLEC representative may accompany Qwest on field inspections scheduled specifically for the purpose of inspecting CLEC's Facilities; however, CLEC's costs associated with its participation in such inspections shall be borne by CLEC. Qwest shall have no obligation to notify CLEC, and CLEC shall have no right to attend, any routine field inspections.

8.6. The costs of inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the CLEC within thirty (30) days upon completion of the inspection.

8.7. Final construction, subsequent and periodic inspections or the failure to make such inspections, shall not impose any liability of any kind upon Qwest, and shall not relieve CLEC of any responsibilities, obligations, or liability arising under this Agreement.

9. UNAUTHORIZED FACILITIES

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

9.2 For the purpose of determining the applicable charge, the unauthorized Poles/Innerduct occupancy shall be treated as having existed for a period of five (5) years prior to its discovery, and the charges, as specified in Section 4, shall be due and payable forthwith whether or not CLEC is ordered to continue the occupancy of the Poles/Innerduct system.

9.3. No act or failure to act by Qwest with regard to an unauthorized occupancy shall be deemed to constitute the authorization of the occupancy; any authorization that may be granted subsequently shall not operate retroactively or constitute a waiver by Qwest of any of its rights of privileges under this Agreement or otherwise.

10. **REMOVAL OF FACILITIES.** Should Qwest, under the provisions of this Agreement, remove CLEC's Facilities from the Poles/Innerduct covered by any Order (or otherwise), Qwest will deliver the Facilities removed upon payment by CLEC of the cost of removal, storage and delivery, and all other amounts due Qwest. If payment is not received by Qwest within thirty (30) days, CLEC will be deemed to have abandoned such facilities, and Qwest may dispose of said facilities as it determines to be appropriate. If Qwest must dispose of said facilities, such action will not relieve CLEC of any other financial responsibility associated with such removal as provided herein. If CLEC removes its Facilities from Poles/Innerduct for reasons other than repair or maintenance purposes, the CLEC shall have no right to replace such facilities on the Poles/Innerduct until such time as all outstanding charges due to Qwest for previous occupancy have been paid in full. CLEC shall submit Exhibit B, entitled "Notification of Surrender of Modification of Conduit Occupancy License by CLEC," or Exhibit C, entitled "Notification of Surrender of Modification of Pole Attachment by CLEC," each as attached hereto, advising Qwest as to the date on which the removal of Facilities from each Poles/Innerduct has been completed.

11. **INDEMNIFICATION AND LIMITATION OF LIABILITIES.** CLEC shall indemnify and hold harmless Qwest, its owners, parents, subsidiaries, affiliates, agents, directors, and employees against any and all liabilities, claims, judgments, losses, orders, awards, damages, costs, fines, penalties, costs of defense, and attorneys' fees ("Liabilities") to the extent they arise from or in connection with: (1) infringement, or alleged infringement, of any patent rights or claims caused, or alleged to have been caused, by the use of any apparatus, appliances, equipment, or parts thereof, furnished, installed or utilized by the CLEC; (2) actual or alleged fault or negligence of the CLEC, its officers, employees, agents, subcontractors and/or representatives; (3) furnishing, performance, or use of any material supplied by CLEC under this Contract or any product liability claims relating to any material supplied by CLEC under this Contract; (4) failure of CLEC, its officers, employees, agents, subcontractors and/or representatives to comply with any term of this Contract or any applicable local, state, or federal law or regulation, including but not limited to the OSH Act and environmental protection laws; (5) assertions under workers' compensation or similar employee benefit acts by CLEC or its employees, agents, subcontractors, or subcontractors' employees or agents; (6) the acts or omissions (other than the gross negligence or willful misconduct) of Qwest, its officers, employees, agents, and representatives, except as otherwise provided in paragraphs 11.3 and 11.4 below; and/or, (7) any economic damages that may rise, including damages for delay or other related economic damages that the Qwest or third parties may suffer or allegedly suffer as a result of the performance or failure to perform work by the CLEC. If both Qwest and the CLEC are sued as a result of or in connection with the performance of work arising out of this Contract, the parties hereby agree that the defense of the case (including the costs of the defense and attorneys' fees) shall be the responsibility of the CLEC, if Qwest desires. Qwest shall give the CLEC reasonable written notice of all such claims and any suits alleging such claims and shall furnish upon the CLEC's request and at the CLEC's expense all information and assistance available to the Qwest for such defense. The parties shall employ Article 13, Dispute Resolution, to resolve any dispute concerning the proportional fault and liability after the underlying case is terminated.

11.1 IF WORK IS PERFORMED IN THE STATE OF WASHINGTON UNDER THIS GENERAL CONTRACT, THE CLEC ACKNOWLEDGES AND AGREES THAT THIS INDEMNIFICATION OBLIGATION SHALL INCLUDE, BUT IS NOT LIMITED TO, ALL CLAIMS AGAINST QWEST BY AN EMPLOYEE OR FORMER EMPLOYEE OF THE CLEC, AND THE CLEC EXPRESSLY WAIVES ALL IMMUNITY AND LIMITATION ON LIABILITY UNDER ANY INDUSTRIAL INSURANCE ACT, OTHER WORKERS' COMPENSATION ACT, DISABILITY BENEFIT ACT, OR OTHER EMPLOYEE BENEFIT ACT OF ANY JURISDICTION WHICH WOULD OTHERWISE BE APPLICABLE IN THE CASE OF SUCH A CLAIM.

11.2 Except as expressly provided herein, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS OR LOSS OF PROFIT; provided, however, there shall be no limitation on a party's liability to the other for any fines or penalties imposed on the other party by any court of competent jurisdiction or federal, state or local administrative agency resulting from the failure of the party to comply with any term or condition of this Contract or any valid and applicable law, rule or regulation.

11.3 FOR ANY WORK PERFORMED IN ARIZONA, IDAHO, SOUTH DAKOTA, UTAH OR WASHINGTON, SECTION 11(6) SHALL NOT EXTEND TO THE SOLE NEGLIGENCE OF QWEST BUT SHALL EXTEND TO THE NEGLIGENCE OF QWEST WHEN CONCURRENT WITH THAT OF THE CLEC.

11.4 FOR ANY WORK PERFORMED IN THE STATES OF MINNESOTA, NEBRASKA, NEW MEXICO, OR OREGON, ARTICLE 11 SHALL NOT APPLY, EXCEPT THAT SECTION 11 SHALL APPLY FOR WORK PERFORMED IN MINNESOTA FOR MAINTENANCE OR REPAIR OF MACHINERY, EQUIPMENT, OR OTHER SUCH DEVICES, USED AS PART OF A MANUFACTURING, COVERING, OR OTHER PRODUCTION PROCESS INDULGING ELECTRIC, GAS, STEAM, AND TELEPHONE UTILITY EQUIPMENT USED FOR PRODUCTION, TRANSMISSION, OR DISTRIBUTION PURPOSES.

12. FORCE MAJEURE

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

12.2 If such contingency occurs, Qwest may elect:

12.2.1 To terminate this Agreement as to the Order in question; or

12.2.2 To terminate already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, and to assign new specific work assignments to other parties for the duration of the cause of the delay; or

12.2.3 To suspend already-assigned specific work assignment(s) the CLEC is unable to perform, or any part thereof, for the duration of the cause of the delay; and to assign new specific work assignments to other parties for the duration of the cause of the delay.

12.3 Qwest shall be deemed to have elected Section 12.2.3 above unless written notice of termination is given by Qwest after the contingency occurs. With respect to Qwest's election of Section 12.2.3 above:

12.3.1 Qwest shall give the CLEC written notice of the work to be performed by such other party prior to its performance and shall deduct from the CLEC's price the cost of the work or services actually performed by such other parties.

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

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

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

13. **DISPUTE RESOLUTION.**

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

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

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

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

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

15. **SEVERABILITY.** In the event that a court, governmental agency, or regulatory agency with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.

16. **GENERAL PROVISIONS.**

16.1 Failure or delay by either party to exercise any right, power, or privilege hereunder, shall not operate as a waiver hereto.

16.2 This Agreement shall not be assignable by CLEC without the express written consent of Qwest, which shall not be unreasonably withheld. Assignment of this Agreement by CLEC to CLEC's subsidiary or affiliate shall be presumed to be reasonable; provided, however, that CLEC must obtain Qwest's consent in any event.

16.3 This Agreement benefits CLEC and Qwest. There are no third party beneficiaries.

16.4 This Agreement constitutes the entire understanding between CLEC and Qwest with respect to Service provided herein and supersedes any prior agreements or understandings.

Exhibit D

The parties hereby execute and authorize this Agreement as of the latest date shown below:

CLEC	Qwest Corporation
_____	_____
Signature	Signature
_____	_____
Name Typed or Printed	Name Typed or Printed
_____	_____
Title	Title
_____	_____
Date	Date

Address for Notices	Address for Notices
	Qwest Corporation 1801 California, Rm. 2330 Denver, CO 80202
Contact: Phone: FAX:	Contact: Phone: FAX:

Exhibit D

EXHIBIT A

PULLING IN REPORT

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

_____20____

Send to:
Manager, Qwest Corp
700 W Mineral, Rm IAF12
Littleton, CO 80120 (303-707-7598)

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

Municipality

_____ Location _____

From	To	Cable and
Manhole at	Manhole at	Equipment Installed

_____
Name of CLEC

By:_____
Title:_____

Receipt of the above report is hereby acknowledged_____, 20__.

Qwest Corporation

By:_____
Title:_____

1. Reports shall be submitted in duplicate.

2. A complete description of all facilities shall be given, including a print showing the locations, quantities, sizes and types of all cables and equipment.

3. Sketch to be furnished showing duct used. Must be same duct assigned to Licensee by Licensor as shown on Exhibit ___, unless a change has been previously authorized in writing by Licensor.

EXHIBIT B

CLEC:_____

NOTIFICATION OF SURRENDER OR MODIFICATION
OF CONDUIT OCCUPANCY ORDER BY CLEC

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

In accordance with the terms and conditions of this Agreement between us, dated _____, 20__, notice is hereby given that the licenses covering occupancy of the following conduit are surrendered (and/or modified as indicated in Licensee's prior notification to Licensor, dated _____, 20__) effective _____.

CONDUIT LOCATION	LIC. NO. & DATE	SURRENDER OR MODIFICATION	DATE FAC. RMVD. OR MODIFIED

_____
Name of Licensor

_____
Name of Co- Provider

_____
Date Notification Received

By_____

_____
Date Modification Accepted

Title_____

By _____
Discontinued:

Total duct footage_____

EXHIBIT C

NOTIFICATION OF SURRENDER OR MODIFICATION
OF POLE ATTACHMENT ORDER BY CLEC

CLEC:_____

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

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

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

Date Notification Received _____
Date Modification Received_____

_____
By:_____

_____
Name of CLEC

Discontinued:
Poles_____
Anchors_____

By:_____

Anchor/Guy Strands_____Its:_____

_____

ATTACHMENT 4
FORM OF ACCESS AGREEMENT

After recording, please return to:
Manager
700 W Mineral, Rm IAF12
Littleton, CO 80120

ACCESS AGREEMENT

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

RECITALS

A. This Agreement relates to certain real property (the "Property") located in the County of _____ (the "County"), State of _____ (the "State").

B. A copy of an agreement purporting to grant to Grantor certain rights to use the Property, as described therein (the "Easement Rights"), is attached as Exhibit A (the "Right of Way Agreement").

C. Pursuant to 47 U.S.C. §§ 224 and 251(b)(5), Grantor, as a Local Exchange Carrier, is required to provide access to rights-of-way to a requesting telecommunications carrier, as defined in 47 U.S.C. § 224. Grantee is a telecommunications carrier that has requested access to Grantor's Easement Rights. To comply with the aforementioned legal requirement, Grantor has agreed to share with Grantee its Easement Rights, if any, relating to the Property, to the extent Grantor may legally convey such an interest.

D. Subject to the terms and conditions set forth in this Agreement, Grantor has agreed to convey to Grantee, without any representation or warranty, the right to use the Easement Rights, and Grantee has agreed to accept such conveyance.

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

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

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

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

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

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

b. Payment of Costs and Expenses. Grantee shall pay to or reimburse Grantor for all reasonable costs and expenses, including reasonable attorneys' fees, directly relating to Grantor's execution and delivery of this Agreement.[12]

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

a. Authority. Grantee is a _____, duly formed and validly existing under the laws of the State of _____. All necessary action has been taken by Grantee to execute and deliver this Agreement and to perform the obligations set forth hereunder. Grantee is a "telecommunications carrier" as that term is defined in 47 U.S.C. § 224.

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

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

5. Grantee's Covenants.

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

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

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

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

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

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

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

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

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

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

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

12. Grantor's Waiver of Confidentiality. If the Right of Way Agreement is not publicly recorded, Grantor hereby reserves any right it may have to keep the terms and conditions of the Right of Way Agreement confidential as to parties other than Grantee or to keep the dollar amounts in the Right of Way Agreement confidential, which rights Grantor expressly reserves. 13. Notices. All notices to be given pursuant to this Agreement shall be deemed delivered (a) when personally delivered, or (b) three (3) business days after being mailed postage prepaid, by United States certified mail, return receipt requested, or (c) one business day after being timely delivered to an overnight express courier service such as Federal Express which provides for the equivalent of a return receipt to the sender, to the above described addresses of the parties hereto, or to such other address as a party may request in a writing complying with the provisions of this Section. [13]

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

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

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

[Signature pages follow]

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

EXECUTED as of the date first written above.

GRANTOR:

Witnessed by: _____

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

By:_____
Name:_____
Title:_____

STATE OF _____)
) ss:
COUNTY OF _____)

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

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

EXECUTED as of the date first written above.

GRANTEE:

Witnessed by: _____ _____, a _____

By:_____
Name:
Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____ as _____ of _____, a _____.

Witness my hand and official seal.

(SEAL)

_____
Notary Public
My Commission Expires: _____

CONSENT TO DISCLOSURE

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

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

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

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

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

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

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

(a) to determine whether Qwest has ownership or control over duct, conduits, or rights-of-way within the Property described in the Agreement; or

(b) to determine the ownership of wire within the Property described in the Agreement; or

(c) to determine the demarcation point between Qwest facilities and the Owner's facilities in the Property described in the Agreement.

(d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property;

(e) the term of the agreement; and

(f) the parties to the agreement. [14]

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

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

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

EXECUTED as of the date first written above.

OWNER:

_____,

CLEC:

_____

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. They also reflect slight corrections requested by AT&T in New Mexico and agreed upon by Qwest. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

Exhibit D

ATTACHMENT 5[15]

FORM PROTECTIVE AGREEMENT

WHEREAS, Qwest Corporation ("Qwest") and _____ agree that the execution of a protective agreement will expedite and facilitate competitive local exchange carrier ("CLEC") access to provisions of non-recorded Right-of-Way agreements (as that term is defined in the Statement of Generally Available Terms and Conditions), including agreements relating to multiple tenant environments ("MTEs") (collectively, "Right-of-Way Agreements"), between Qwest and third-party property owners in _____;

AND, WHEREAS, this Protective Agreement does not affect the access to publicly recorded landowner agreements, which Qwest has agreed to provide to CLECs.

NOW, THEREFORE, IT IS HEREBY AGREED, that:

1. (a) Confidential Information. All documents, data, information, studies, and other materials relating to non-recorded Right-of-Way Agreements between Qwest and third-party property owners in _____ furnished or made available pursuant to a CLEC's request shall be furnished pursuant to the terms of this Agreement, and shall be treated by all persons accorded access thereto pursuant to this Agreement as constituting trade secret, confidential commercial, and financial information (hereinafter referred to as "Confidential Information"), and shall neither be used nor disclosed except for the purposes of:

(a) the ownership or control over ducts, conduits, or rights-of-way within the property described in the agreement, including provisions which define the scope of Qwest's ownership or control of the ducts, conduits or rights-of-way;

(b) the ownership of wire within the property described in the agreement;

(c) the demarcation point between Qwest facilities and the property owner's facilities in the property described in the agreement;

(d) to the extent the agreement affects any property interest of a third-party owner, any provision(s) that describe the property, including any metes and bound or other legal description of the property;

(e) the term of the agreement; and

(f) the parties to the agreement.

All material claimed to be Confidential Information shall be so marked by the party or its affiliates by stamping each individual page with the designation, "CONFIDENTIAL – SUBJECT TO PROTECTIVE AGREEMENT." All copies of documents so marked will be made on yellow paper. For purposes hereof, notes made pertaining to or as the result of a review of Confidential Information shall be considered Confidential Information and subject to the terms of this Agreement. Parties filing electronically should file both a confidential and non-confidential version clearly marked as such.

This change reflects post-workshop language that Qwest and AT&T negotiated to comply with orders of the Utah Public Service Commission. They also reflect slight corrections requested by AT&T in New Mexico and agreed upon by Qwest. See also, South Dakota Order Regarding Checklist Items 3, 7, 8, 9, 10 and 12 at page 17.

(b) Use of Confidential Information and Persons Entitled to Review. All Confidential Information made available pursuant to this Agreement shall not be disclosed to any CLEC agents or employees engaged in sales or marketing efforts on behalf of CLEC and shall not be used or disclosed except for the purposes set forth above. In no event shall the Confidential Information be made available to persons employed by the parties who could use the information in their normal job functions to the competitive disadvantage of the party providing the Confidential Information.

(c) Nondisclosure Agreement. Prior to giving access to Confidential Information as contemplated in paragraph 1(b) above, counsel for the party seeking review of the Confidential Information shall deliver a copy of this Agreement to such person, and prior to disclosure such person shall agree in writing to comply with and be bound by this Agreement. Confidential Information shall not be disclosed to any person who has not signed a Nondisclosure Agreement in the form which is attached hereto and incorporated herein as Appendix A. The Nondisclosure Agreement (Appendix A) shall require the person to whom disclosure is to be made to read a copy of this Protective Agreement and to certify in writing that he or she has reviewed the same and has consented to be bound by its terms. The agreement shall contain the signatory's full name, permanent address and employer, and the name of the party with whom the signatory is associated. Such agreement shall be delivered to counsel for the providing party prior to the person gaining access to the Confidential Information.

2. (a) Use in Pleadings. Where reference to Confidential Information is required in pleadings, examinations, cross-examinations, briefs, arguments, or motions, it shall be by citation of title or some other nonconfidential description. Any further use of or substantive references to Confidential Information shall be placed in a separate section of the pleading or brief and submitted to a state commission, any court, or in arbitration or mediation proceedings under seal. This sealed section shall be served only on counsel of record (one copy each), who have signed a Nondisclosure Agreement. All the protections afforded in this Agreement apply to materials prepared and distributed under this paragraph.

(b) Receipt into Evidence. At least ten (10) days prior to the use of or substantive reference to any Confidential Information as evidence in any proceeding, the party intending to use such Confidential Information shall make that intention known to the providing party. The requesting party and the providing party shall make a good faith effort to reach an agreement so the information can be used in a manner which will not reveal its trade secret, confidential, or proprietary nature. If such efforts fail, the providing party shall separately identify, within five (5) business days, which portions, if any, of the documents to be offered or referenced on the record containing Confidential Information shall be placed in the sealed record. Only one (1) copy of documents designated by the providing party to be placed in the sealed record shall be made and only for that purpose. Otherwise, parties shall make only general references to Confidential Information.

(c) Seal. While in the custody of a state commission, any court, or in arbitration or mediation, these materials shall be marked "CONFIDENTIAL – SUBJECT TO PROTECTIVE AGREEMENT," and due to their trade secret nature they shall not be considered as records in the possession of or retained by a state commission, any court, or in arbitration or mediation proceedings within the meaning of any open meetings or public records statutes.

(d) In Camera Hearing. Any Confidential Information which must be orally disclosed to be placed in the sealed record in a proceeding shall be offered in an *in camera* hearing, attended only by persons authorized to have access to the Confidential Information under this Agreement. Similarly, cross-examination on or making substantive reference to Confidential Information, as well as that portion of the record containing references thereto, shall be marked and treated as provided herein.

(e) Appeal. Sealed portions of the record in any proceeding may be forwarded to any court of competent jurisdiction on appeal in accordance with applicable rules and regulations, but under seal as designated herein for the information and use of the court.

(f) Return. Unless otherwise ordered, Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Agreement, and shall be returned to counsel for the providing party within 90 days of receipt of the Confidential Information.

3. Segregation of Files. Those parts of any writing, depositions reduced to writing, written examination, interrogatories, and answers thereto, or other written references to Confidential Information in the course of discovery, if filed with a state commission, any court, or in arbitration or mediation proceedings will be sealed, segregated in the files, and withheld from inspection by any person not bound by the terms of this Agreement, unless such Confidential Information is released from the restrictions of this Agreement either through agreement of the parties or, after notice to the parties and hearing, pursuant to an order of a state commission and/or final order of a court having jurisdiction.

4. Preservation of Confidentiality. All persons who may be entitled to receive, or who are afforded access to any Confidential Information by reason of this Agreement, shall neither use nor disclose the Confidential Information for purposes of business or competition, or any other purpose other than the purposes of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall take reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Agreement.

5. Reservation of Rights. The parties affected by the terms of this Protective Agreement retain the right to question, challenge, and object to the admissibility of any and all data, information, studies, and other matters furnished under the terms of this Protective Agreement in response to interrogatories, requests for information or cross-examination on the grounds of relevancy or materiality. This Agreement shall in no way constitute any waiver of the rights of any party to contest any assertion by a party or finding by a state commission, any court, or in arbitration or mediation proceedings that any information is a trade secret, confidential, or privileged, and to appeal any assertion or finding.

EXECUTED this ___ day of ___, _____.

[Signature pages follow]

APPENDIX A TO PROTECTIVE AGREEMENT

I have reviewed the foregoing Protective Agreement with respect to the review and use of Confidential Information (as defined therein) and agree to comply with the terms and conditions of the Protective Agreement.

Signature:_____

Name (type or print):_____

Exhibit D

Residence Address:_____

_____

_____

Employer or Business Name:_____

Business Address:_____

_____

_____

Party Represented:_____

Date Signed:_____

EXHIBIT 1

Right of Way Agreement

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

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
3BL	3-Way Call Block
3CW	Call Transfer – Trunk Side
53W	Open Switch Interval Protection
69B1X	Call Forwarding - Busy Line
69D	Call Pick-up Directed
69H	Call Forwarding - Don't Answer
69J	Call Forwarding - Busy Line
6APPK	Call Hold
6MD	Barge-In
6SY	Call Waiting Terminating
6SZ	Call Waiting Originating
9FK	Secretarial Listing
A6PPK	Additional Primary Directory Number, Per PDN
A6QPN	Additional Secondary Directory Number*
ACS	Additional Call Appearances, Per Appearance
AR5	ARS Patterns Per Facility Terminating In Patterns
ARS-B	Automatic Route Selection, Common Equip
AS9	Additional Shared Call Appearance, Per Appearance
AYK	Class Anonymous Call Rejection
B2DPK	Automatic Dial
BOV	Executive Busy Override
C4Z	Call Park
CLT	Additional Directory Listing
CMD	Customer Dialed Account Recording
CTP	Call Transfer - All Calls
CV9	Call Forwarding – Variable
CXT	Remote Access Service
D06	Secondary DN
D08	Multiple Shared Call Appearances Of A DN
DAL	Foreign Listing
DHA	Distinctive Alert
DMA	Directed Call Pick-up - Per Line, Barge-In
DO6	Secondary Directory Number
DO8	Shared Directory Number
DPB	Directed Call Pick-up - Per System
E1N	Intracall
E3D	Speed Call
E3F	Speed Calling – 30 Per Line Accessing List
E3P	Call Pick-up
E3PPK	Call Pick-up
E62	Call Waiting Dial Originating
E6D	Directed Call Pick-up - Per Line, Non Barge-In

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

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

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

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

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
HX2	Call Waiting Terminating
JUL	Joint User Listing
KX9	Toll Restriction
LBN	Caller Id LIDB Listing
M1W	Message Waiting Indicator Audible/Visible
MAZ	Analog Call Appearance
MGN	Audible Message Waiting Service
MJJPK	Conference Calling Meet Me
MO9PK	Conference Calling Preset
MUMHT	Centrex Billing; Network Access Register Sharing Capability
MV5	Visual Message Waiting Service
N13	Call Transfer/Three Way
N2D	Hunting - Sequential - Data
N2DPG	Hunting - Sequential - Data - Per Group
N3CPB	Non-Standard Configuration Group, Per Button
NAE	Shared Call Appearance, Per Appearance
NBWPN	Message Waiting Indication, Per PDN
NC8PN	Priority Call, Per PDN
NCE	Class Selective Call Forwarding
NDD	Caller ID Blocking-All Calls, Per PDN
NDK	Automatic Identified Outward Dialing
NF4VC	Calling Number Id Feature Package
NF4VF	Flexible Calling Feature Package
NGQ	Did Sequential Number Block
NGS	20 Sequential DID Numbers
NHGPG	Key Short Hunt, Per Group
NHGPN	Key Short Hunt, Per Number
NHN	Each DID Number
NHNRN	Each DID Reserved
NJEPN	Call Forwarding Variable-All Calls-Voice, Per DN
NJGPN	Call Forwarding Busy Line-All Calls-Voice, Per DN
NJKPN	Call Forwarding Don't Answer-All Calls-Voice, Per DN
NKM	Class Calling Number Delivery Blocking
NKM	Caller-ID Block Per Line
NLT	Non-Listed Service
NM1PP	Isdn Calling Name Delivery
NMCPN	Call Name Id, Per Number
NN8PK	Speed Calling (8), Per Terminal
NNK	CLASS Name /#
NPU	Non-Published Service
NQ1PN	Call Exclusion, Per DN
NQ2PN	Call Forwarding Busy Line For Circuit-Switched Data

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

USOC for feature	Feature Description
NQMPN	Call Forwarding Don't Answer For Circuit-Switched Data
NRCJ1	Call Forwarding - Outside
NRCJ6	Call Waiting – Intragroup, Per System
NSD	Caller Identification Number
NSH	Alternate Listing
NSK	Class Priority Call
NSQ	Class Last Call Return
NSS	Class Continuous Redial
NSW	No Solicitation Calls Directory Listing
NSY	Class Selective Call Rejection
NTU	Night Service (Trunk Answer Any Station)
NU4PN	Call Forwarding Variable-All Calls For Circuit Switched Data
NW9AL	Additional X.25 Logical Channel, Per Logical Channel
NWT	Flexible Calling Feature Package
NXJPK	Speed Calling (30), Per Terminal
NZ6PK	Six Way Conference, Per Terminal
NZHPN	Call Pick-up, Per Number
NZQ	Hunting – Sequential
NZQPG	Hunting – Sequential - Per Group
NZS	Hunting – Circular
NZSPG	Hunting – Circular - Per Group
NZT	Hunting – UCD
NZTPG	Hunting – UCD - Per Group
NZVPG	Intercom, Per Group
OBK5X	Optional Calling Plans*
OTQ	Outgoing Trunk Queuing
PLC	Code Calling
PLS	Advanced Private Line Termination
RBVXC	International Toll Block
RD7PN	Redirecting Number Delivery, Per Number
REAGF	Block Compromise Charge-Removal Of A TN From A Sequential Number Block
REAGG	Block Compromise Charge-Temporary Removal Of A TN From A Sequential Number Block
REAGM	Changing Number Of Digits Outpulsed, Per Change
REAGN	Changing Signaling, Per Change
RGE	Automatic Callback
RGG1A	Custom Ringing
RGG1B	Custom Ringing
RGG1C	Custom Ringing
RGG2A	Custom Ringing
RGG2B	Custom Ringing

Exhibit E

VERTICAL SWITCH FEATURES FOR UNE-SWITCHING

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

PACKAGES

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

Exhibit F
SPECIAL REQUEST PROCESS

1. The Special Request Process shall be used for the following requests:

1.1 Requesting specific product feature(s) be made available by Qwest that are currently available in a switch, but which are not activated.

1.2 Requesting specific product feature(s) be made available by Qwest that are not currently available in a switch, but which are available from the switch vendor.

1.3 Requesting a combination of Unbundled Network Elements that is a combination not currently offered by Qwest as a standard product and:

1.3.1 that is made up of UNEs that are defined by the FCC or the Commission as a network element to which Qwest is obligated to provide unbundled access, and;

1.3.2 that is made up of UNEs that are ordinarily combined in the Qwest network.

1.4 Requesting an Unbundled Network Element that has been defined by the FCC or the State Commission as a network element to which Qwest is obligated to provide unbundled access, but for which Qwest has not created a standard product, including, but not limited to, OC-192 (and such higher bandwidths that may exist) UDIT, EEL between OC-3 and OC-192 and new varieties of subloops.

2. Any request that requires an analysis of Technical Feasibility shall be treated as a Bona Fide Request (BFR), and will follow the BFR Process set forth in this Agreement. If it is determined that a request should have been submitted through the BFR process, Qwest will consider the BFR time frame to have started upon receipt of the original Special Request application form.

3. A Special Request shall be submitted in writing and on the appropriate Qwest form, which is located on Qwest's website.

4. Qwest shall acknowledge receipt of the Special Request within two (2) business days of receipt.

5. Qwest shall respond with an analysis, including costs and timeframes, within fifteen (15) business days of receipt of the Special Request. In the case of UNE Combinations, the analysis shall include whether the requested combination is a combination of network elements that are ordinarily combined in the Qwest network. If the request is for a combination of network elements that are not ordinarily combined in the Qwest network, the analysis shall indicate to CLEC that it should use the BFR process if CLEC elects to pursue its request.

6. Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or studies for Unbundled Network Elements that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Such cost data shall be treated as Confidential Information, if requested by Qwest under the non-disclosure sections of this Agreement.

CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES (7.26.02)

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CHANGE MANAGEMENT PROCESS (CMP)

1.0 INTRODUCTION AND SCOPE

This document defines the processes for change management of OSS interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services provided by CLECs to their end users. This CMP is applicable to Qwest's 14 state in-region serving territory.

The CMP is managed by CLEC and Qwest representatives each having distinct roles and responsibilities. The CLECs and Qwest will hold regular meetings to exchange information about the status of existing changes, the need for new changes, what changes Qwest is proposing, how the process is working, etc. The process also allows for escalation to resolve disputes, if necessary.

Qwest will track changes to OSS interfaces, products and processes. The CMP includes the identification of changes and encompasses, as applicable, Qwest will process any such changes in accordance with the CMP described in this document.

In cases of conflict between the changes implemented through the CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through the CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

The CMP is dynamic in nature and, as such, is managed through the regularly scheduled meetings. The parties agree to act in Good Faith in exercising their rights and performing their obligations pursuant to this CMP. This document may be revised, through the procedures described in Section 2.0.

Any opinions expressed at the CMP meetings by representatives of government agencies such as state Public Utilities Commissions (PUC), Federal Communications Commission (FCC), and the Department of Justice (DOJ) do not bind such government agencies.

2.0 MANAGING THE CHANGE MANAGEMENT PROCESS

2.1 Managing the Change Management Process Document

The Change Management Process is dynamic in nature. Proposed modifications to the CMP framework shall be originated by a change request submitted by CLEC or Qwest in accordance with Section 5.3. Acceptance of such changes will be discussed at a regularly scheduled Monthly Product/Process CMP meeting.

The initiator of the change will send proposed redlined language and the reasons for the request with the change request at least 14 days in advance of the Product/Process CMP meeting. The request initiator will present the proposal to the CMP participants. The parties will develop a process for input into the proposed change. Incorporating a change into the CMP requires unanimous agreement using the Voting Process, as described in Section 17.0, Voting Process. Each CMP change request will be assigned a CR number that contains a suffix of "CM" and will be included in the CMP Product/Process meeting distribution package. The CMP change request and redlined language will be included in the CMP Product/Process meeting distribution package and the CMP change request will be identified as a proposed change to the CMP framework on the agenda. The requested change will be reviewed at a CMP Product/Process meeting and voted on no earlier than the following CMP Product/Process meeting. The agenda for the Monthly Product/Process CMP Meeting at which the vote will be taken will indicate that a vote will be taken.

2.2 Change Management Point-of-Contact (POC)

Qwest and each CLEC will designate primary, secondary, and, if desired, tertiary change management POC(s), who will serve as the official designees for matters regarding this CMP. CLECs and Qwest will exchange primary, secondary and tertiary POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

2.3 Change Management POC List

Primary, secondary and tertiary POCs should be included in the Qwest maintained POC list. It is the CLEC POC's responsibility to notify Qwest of any POC changes at http://www.qwest.com/wholesale/cmp/ppform.html. If Qwest makes a POC change it will follow the process as described in Section 5.4. The list will be posted on the Qwest CMP Web site.

2.4 Qwest CMP Responsibilities

2.4.1 CMP Managers

The Qwest CMP Product/Process Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

The Qwest CMP Systems Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Systems Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Systems Manager is responsible for coordinating the publication of any Qwest OSS Interface release notification schedules.

2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR and coordinate the participation of the necessary SMEs in the discussions with the CLECs

2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations and disputes in accordance with the CMP Escalation Process and Dispute Resolution Process.

2.4.4 Implementation Obligations

When Qwest commits to make a change pursuant to CMP, Qwest will review and revise internal and external documentation, as needed, to ensure that the change is appropriately reflected. Qwest will conduct training to communicate the changes to all appropriate Qwest personnel so that they are made aware of relevant changes. If Sections 5.0, 7.0, 8.0 or 9.0 require notification of the change, such notification will be provided in accordance with that section and will include references to external Qwest documentation that will modified to reflect the change, if applicable. All of the forgoing activities will take place by the implementation date of the change.

2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the web site when applicable. (See Section 3.3) Communications sent by e-mail resulting from CMP will include in the subject line "CMP". Email communications regarding document changes will include direct web site links to the related documentation.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, http://www.qwest.com/wholesale/cmp/review.html. For the duration of the agreed upon comment period CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site CLECs may submit their comments on a specific document by selecting the "Submit Comments" link associated with the document. The "Submit Comments." link will take CLECs to an HTML comment template. If for any reason the "Submit" button on the site does not function properly, CLEC may submit comments to cmpcomm@qwest.com. After the conclusion of the applicable CLEC comment period Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification email within the applicable period.

In some instances, a CLEC or Qwest may wish to include proprietary information in a CR. To do this the CLEC or Qwest must identify the proprietary information with bracketed text, in all capitals, preceded and followed by the words "PROPRIETARY BEGIN" and "PROPRIETARY END," respectively. Qwest will blackout properly formatted proprietary information when the CR is posted to the CR Database and distributed in the CMP Monthly Meeting distribution packet.

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information which is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via email. Such emails must have a subject line beginning with PROPRIETARY.

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Test Administration Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of the CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to the CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the

issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

3.0 MEETINGS

Change Management meetings will be conducted on a regularly scheduled basis, at least two consecutive days on a monthly basis. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, prioritize, manage the implementation of process and system changes and address change management requests. Qwest will review the status of all applicable change requests. The meeting may also include discussions of Qwest's development view.

CLEC's request for additional agenda items and associated materials should be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials at least three (3) business days by noon (MT) in advance of the meeting. Qwest will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring materials of the walk-on items to the meeting.

All attendees, whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. These meetings should be announced at least five (5) business days prior to their occurrence. Exceptions may be made for emergency situations.

3.1 Meeting Materials [Distribution Package] for Change Management Meeting

Meeting materials should include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses
- New/Active
- Updated
- Log
- Issues, Action Items Log and associated statuses
- Release Summary
- 12 Month Development View
- Monthly System Outage Report
- Any other material to be discussed

Qwest will provide Meeting Materials (Distribution Package) electronically by noon 3 business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the Distribution Package at the Monthly CMP Meeting.

3.2 Meeting Minutes for Change Management Meeting

Qwest will take minutes. Qwest will summarize discussions in meeting minutes and include any revised documents such as Issues, Action items and statuses.

Minutes should be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments should be provided within two (2) business days by noon (MT). Revised minutes, if CLEC comments are received, should be distributed within nine (9) business days by noon (MT) after the meeting.

3.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its web site. The web site should be easy to use and updated in a timely manner. The Web site should be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (Distribution Package), should be maintained on the website. Change Requests and release notifications should be identified in accordance with the agreed upon naming convention, to facilitate ease of identification. Qwest will maintain closed and old versions of documents on the web site's Archive page for 18 months before storing off line. Information that has been removed from the web site can be obtained by contacting the appropriate Qwest CMP Manager. At a minimum, the CMP web site will include:

- Current version of Qwest CMP document describing the CMP's purpose and scope of setting forth the CMP objectives, procedures, and timelines, including release life cycles.
- Calendar of release dates
- OSS hours of availability
- Links to related web sites, such as IMA EDI, IMA GUI, CEMR, and Notices
- Current CMP escalation process
- CMP prioritization process description and guidelines
- Change Request form and instructions to complete form
- Submitted and open Change Requests and the status of each
- Responses to Change Requests and written responses to CLEC inquiries
- Meeting (formal and informal) information for CMP monthly meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules
- A log of each type of change requests and associated status histories
- Meeting materials (distribution package)
- Meeting minutes
- Release announcements and other CLEC notifications and associated requirements
- Directory to CLEC notifications for the month
- Business rules, SATE test case scenarios technical specifications, and user guides will be provided via links on the CMP web site.
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on web page).
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

4.0 TYPES OF CHANGE

A Change Request should fall into one of the following classifications:

4.1 Regulatory Change

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts, or as agreed to by Qwest and CLECs. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may initiate the change request.

4.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines using a national implementation timeline, if any. Either Qwest or the CLEC may initiate the change request. These guidelines are industry defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) Sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interface Committee (EDI)
- American National Standards Institute (ANSI)

4.3 Qwest Originated Change

A Qwest Originated change is originated by Qwest does not fall within the changes listed above and is within the scope of CMP.

4.4 CLEC Originated Change

A CLEC Originated change is originated by the CLEC does not fall within the changes listed above and is within the scope of CMP.

5.0 CHANGE REQUEST PROCESS

5.1 CLEC-Qwest OSS Interface Change Request Process

A CLEC or Qwest seeking to change an existing OSS interface, to establish a new OSS interface, or to retire an existing OSS interface must submit a Change Request (CR). A Change Request originator will complete and email a completed Change Request (CR) Form to the Qwest Systems CMP Manager in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following URL:http://www.qwest.com/wholesale/cmp/index.html. The CR Process supports Regulatory, Industry Guideline, CLEC-initiated and Qwest-initiated changes. The process for Regulatory or Industry Guideline changes will be managed as described in Section 5.1.1 and Section 5.1.2 below.

5.1.1 Regulatory or Industry Guideline Change Request

The party submitting a Regulatory or Industry Guideline CR must also include sufficient information to justify the CR being treated as a Regulatory or Industry Guideline CR in the CR description section of the CR form. Such information must include specific references to regulatory or court orders, legislation, or industry guidelines as well as dates, docket or case number, page or paragraph numbers and the mandatory or recommended implementation date, if any.

Qwest or any CLEC may submit Regulatory and Industry Guideline CRs. Qwest will send CLECs a notice when it posts Regulatory or Industry Guideline CRs to the web site and identify when comments are due, as described below. Regulatory and Industry Guideline CRs will also be identified in the CMP Systems Monthly Meeting Distribution Package. The upcoming meeting agenda will identify that consensus is required if a CR constitutes a Regulatory or Industry Guideline change. Not later than 8 business days prior to the CMP Systems Monthly meeting, any party objecting to the classification of such CR as Regulatory or Industry Guideline must submit a statement documenting reasons why the objecting party does not agree that the CR should be classified as Regulatory or Industry Guideline change. Regulatory and Industry Guideline CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory or Industry Guideline, that CR will be discussed at the next monthly Change Management Systems Meeting. At that meeting, Qwest and the CLECs will attempt to agree that the CR is Regulatory or Industry Guideline. If Qwest or any CLEC does not agree that the CR is Regulatory or Industry Guideline, the CR will be treated as a non-Regulatory, non-Industry Guideline CR and prioritized with the CLEC-originated and Qwest-originated CRs, unless and until the CR is declared to be Regulatory or Industry Guideline through dispute resolution. Final determination of CR type will be made by the CLEC and Qwest POC at that monthly meeting, and documented in the meeting minutes.

5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below. Accordingly, all Regulatory CRs initially must be submitted as Systems CRs, including when the regulatory CR clearly is for a Product or Process change, and will be introduced at the monthly CMP Systems meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR form and include as much information supporting the application of the exception as practicable.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated level of effort expressed in terms of person hours required for the mechanized solution. The cost analysis will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/ feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a majority vote in favor of one of the following exceptions by Qwest and CLECs present at the monthly CMP Systems meeting.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the monthly Systems CMP meeting when the implementation plan is presented

After the implementation plan has been discussed at the CMP Systems meeting at which the CR is presented, Qwest will request that a POC of each CLEC and Qwest indicate the respective preferences regarding the exception, e.g., by a show of raised hands. The majority vote decision will apply unless the outcome of a dispute resolution alters such decision. The results will be reflected in the meeting minutes.

In addition to Exceptions A or B, the parties that are present at the CMP Systems meeting at which the CR is presented can, upon unanimous agreement, decide to vary from the general rule regarding Regulatory CR implementation in any respect. For example, the parties at the CMP Systems meeting at which the CR is presented can agree that a Regulatory CR will be implemented by a manual solution for any reason other than those described in Exceptions A and B. If the Regulatory CR originator seeks to establish that a variance should apply, the originator must so indicate on the CR form and include in the CR as much information supporting the application of the exception as practicable.

If any party present objects to voting on the exception or variance at the monthly CMP Systems meeting at which the CR is presented, then Qwest will request that a POC of each CLEC and

Qwest indicate whether they prefer to postpone the vote until the next monthly CMP Systems meeting, e.g., by a show of raised hands. The majority vote decision will apply. The results of the vote will be reflected in the meeting minutes. If appropriate, additional discussion regarding the CR will be held at the next monthly CMP Systems meeting prior to the vote.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a Product/Process CR through the monthly CMP Product/Process meetings.

If Qwest is unable to fully implement a mechanized solution in the first release that occurs after the CMP participants agree that a change has been mandated, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the CR as a Regulatory Change, it will be treated as a Qwest or CLEC initiated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

5.1.3 CR Initiation Process

Within two (2) business days after receipt of a valid CR Qwest's CMP Systems Manager will assign a CR Number for tracking purposes, assign a Change Request Project Manager (CRPM), acknowledge receipt of the CR by e-mail to the CR Originator and issue the CR internally for management through the process. The CR will be assigned the status of Submitted and become an active CR reported in Qwest's CLEC Change Request Systems Interactive Report located on the Qwest Wholesale CMP web site.

Within four (4) business days after receipt of a valid CR, Qwest will post the valid CR to the CMP web site via Qwest's Interactive Report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a Clarification Meeting with the CR Originator and Qwest's SME(s). If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held.

At the clarification meeting, Qwest and the Originator will review the submitted CR, validate the intent of the Originator's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and issue meeting minutes within five (5) business days.

CRs submitted 14 calendar days prior to the next scheduled CMP Meeting will be presented at that CMP meeting for clarification from all CLECs participating in the CMP Meeting. Prior to the CMP Systems Meeting the CRPM will post responses to Systems CRs to the CMP database. The response will be made available via the Interactive Reports and via the Distribution Package for the CMP Systems Meeting. The Originator will present its CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the CMP Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest's SME to take in responding to the CR if applicable.

CRs that are not submitted 21 calendar days prior to the CMP Meeting may be introduced at that CMP Meeting as a walk-on item. The Originating CLEC will present its CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

All Qwest Draft Responses issued will be presented at the next scheduled CMP Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC-initiated OSS Interfaces change request may be denied for one or more of the following reasons.
- Technologically not feasible—a technical solution is not available
- Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
- Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
- Economically not feasible—low demand, cost prohibitive to implement the request, or both.
- The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement.

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest initiates. The SCRP may be invoked if a CR was denied due to economically not feasible. (See Section 10.3)

Based on the comments received from the CMP Meeting, Qwest may revise its response and issue a revised draft response at the next CMP Meeting.

If CLECs do not accept Qwest's response, they may elect to escalate or dispute the CR in accordance with the agreed upon CMP escalation or Dispute Resolution procedures. If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notice to the Qwest CMP Manager. The CR will be assigned the status of Escalated and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as 'Deferred.' The CR will remain as Deferred and CLECs may activate or close the CR at a later date.

At the last Systems CMP meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the release. Ranking will proceed, as described in Section 10.0. The results of the ranking will produce a release candidate list.

Pursuant to the CMP, Qwest may develop a temporary manual solution to a mechanized change identified in an active Systems CR. In these situations, Qwest will open a second Systems CR with the same number as the original CR and a "MN" suffix. Qwest will process this "MN" CR as a systems CR through its entire life cycle. During this time the original systems CR will remain open and follow the appropriate systems CR process. The temporary manual solution will remain available at least until closure of the associated systems CR. If possible, all or part of the temporary manual solution can be reintroduced in Production Support if a manual workaround is required. A new CR is not required to revert to the temporary manual solution.

5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

Based on the release candidate list, Qwest will begin its development cycle that includes the following milestones as depicted in the IMA Software Development Timeline:

5.2.1 Business and Systems Requirements

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will also present any complexities, changes in candidate size, or other concerns that may arise during business or system requirements, which would impact the implementation of the candidate. During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the release candidate list (late added CRs). If the CMP body grants the request to consider the late added CRs for addition to the release candidate list, Qwest will size the CR's requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the release candidate list and the new CRs will be prioritized by CLECs in

accordance with the agreed upon Prioritization Process. (See Section 10.0) If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the release and will be returned to the pool of CRs that are available for prioritization in the next OSS interface release.

5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates. Packaging options are defined as different combinations of candidates proposed for continuing through the next stage of development. Packaging options may not exist for the release; i.e., there may only be one straightforward set of candidates to continue working through the next stage of development. Options may be identified due to:

- affinities in candidates
- resource constraints which prevent some candidates from being implemented but allow others to be completed.

Qwest will provide an updated level estimate of the Level of Effort of each CR and the estimated total capacity of the release. If more than one option is presented, a vote will be held within 2 days after the meeting on the options. The option with the largest number of votes will continue through the design phase of the development cycle.

5.2.3 Design

Qwest engineers define the architectural and code changes required to complete the work associated with each candidate. The design work is completed on the candidates, which have been packaged.

5.2.4 Commitment

After design, Qwest will present a final list of candidates which can be implemented. Qwest will provide an updated level estimate of the Level of Effort of each CR and the estimated total capacity of the release. These candidates become the committed candidates for the release.

5.2.5 Code & Test

Qwest engineers will perform the coding and testing by Qwest required to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned release, Qwest will discuss options with the CLECs in the next CMP meeting. Options can include either the removal of that candidate from the list or a postponement in the release date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could become a candidate for the next point release, with appropriate disclosure as part of the current major release of the OSS interface.

Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS interface release.

5.2.6 Deployment

During this phase Qwest representatives from the business and operations review and agree the system is ready for full deployment. The release is deployed and production support initiated and conducted.

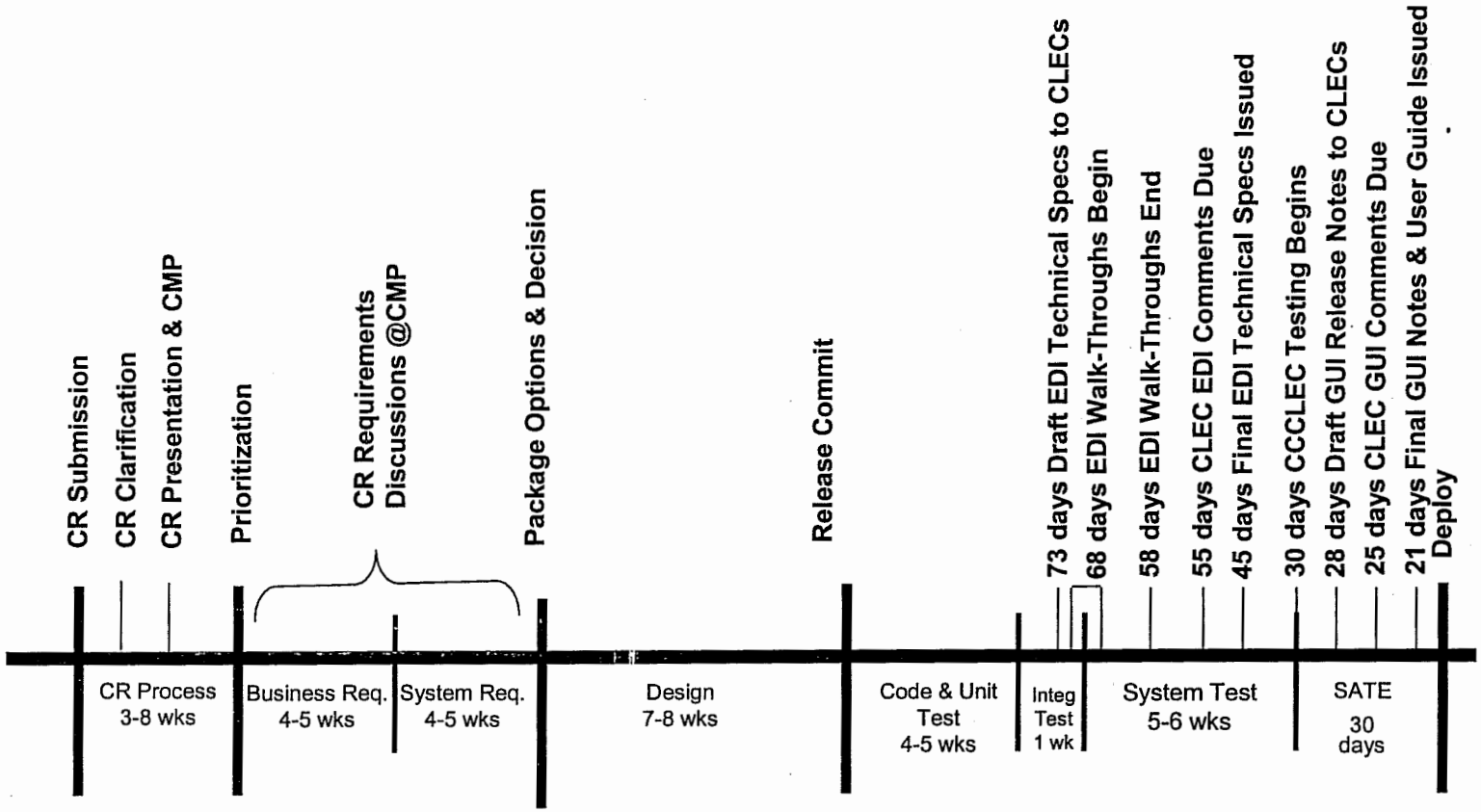
During any phase of the lifecycle, a candidate may be requested to be removed by the requesting CLEC. If that occurs, the candidate will be discussed at the next CMP meeting or in a special emergency meeting, if required. The candidate will only be removed from further phases of development if there is unanimous agreement by the CLECs and Qwest at that meeting.

When Qwest has completed development of the OSS interface change, Qwest will release the OSS interface functionality into production for use by the CLECs.

Upon implementation of the OSS interface release, the CRs will be presented for closure at the next CMP monthly meeting.

IMA Software Development Timeline

Time for each phase is approximate and based on current release timelines. Time per phase can change per business needs.



5.3 CLEC Product/Process Change Request Initiation Process

If a CLEC wants Qwest to change a Product/Process the CLEC e-mails a completed Change Request (CR) Form to the Qwest Product/Process CMP Manager. Within 2 business days Qwest's Product/Process CMP Manager reviews CR for completeness, and requests additional information from the CR originator, if necessary, within two (2) business days after Qwest receives a complete CR:

- The Qwest CMP manager assigns a CR Number and logs the CR into the CMP Database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager,
- The Qwest CMP manager sends acknowledgment of receipt to the CR submitter and updates the CMP Database.

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the complete CR to the CMP Web site
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME).
- the CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
- Description of CR
- originating CLEC
- assigned CRPM contact information
- assigned CR number
- designated Qwest SMEs and associated director(s)
- Within eight (8) business days after receipt of a complete CR, the CRPM Coordinates and holds a Clarification Meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held.
- At the Clarification Meeting, Qwest and the Originating CLEC review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, The CRPM will document and issue meeting minutes within five (5) business days. Qwest's SME will internally identify options and potential solutions to the CR
- CRs received twenty one calendar days prior to the next scheduled CMP meeting will be presented at that CMP Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that CMP meeting as a walk-on item with current status. The Originating CLEC will present its CR and provide any business reasons for the CR. Items or issues identified during the previously held Clarification Meeting will be relayed. Then, participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. Clarifications and/or modifications related to the CR will be incorporated. Qwest's SME will present options and potential solutions to the CR. consensus will be obtained from the participating CLECs as to the appropriate direction/solution for Qwest's SME to take in responding to the CR.

- Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Meeting. Qwest's Responses will be:
- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC-initiated OSS Interfaces change request may be denied for one or more of the following reasons.
- Technologically not feasible—a technical solution is not available
- Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
- Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
- Economically not feasible—low demand, cost prohibitive to implement the request, or both.
- The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement.

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems.

Qwest will apply these same concepts to CRs that they initiate.

SCRP may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled CMP meeting, The CRPM will have the response posted to the Web, added to CMP Database, and will notify all CLECs via email

All Qwest Responses will be presented at the next scheduled CMP meeting by Qwest, who will conduct a walk through of the response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response

Based on the comments received from the Monthly Meeting, Qwest' may revise its response and issue a modified response at the next monthly CMP meeting. Within ten (10) business days after the CMP meeting, Qwest will notify the CLECs of Qwest's intent to modify its response.

If the CLECs do not accept Qwest's response, any CLEC can elect to escalate the CR in accordance with the agreed upon CMP Escalation or dispute resolution Procedures. If the originating CLEC does not agree with the determination to escalate or pursue the dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notice to the Qwest CMP manager. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as deferred. The CR will be statused Deferred and CLECs may activate or close the CR at a later date.

The CLECs' acceptance of Qwest's response may result in:

- The response answered the CR and no further action is required;
- The response provided an implementation plan for a product or process to be developed;
- Qwest Denied the CLEC CR and no further action is required by CLEC.

5.3.1 Implementation Notification

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation as follows Prior to implementing a CLEC originated Product/Process CR Qwest must notify the CLEC community of the pending change. Qwest will issue such notifications at the time it intends to implement a CLEC originated change (in whole or in part). It is possible that more than one such notification will be issued in order to fully address the CLEC requested change. Such notifications may be issued during CLEC Test and may continue to be issued until the CLEC initiated CR is closed. These notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 detailed in Section 5.4 (Qwest Originated Product/Process Changes). If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule.

Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

5.4 Qwest Initiated Product/Process Changes

The following defines five levels of Qwest-initiated product/process changes and the process by which Qwest will initiate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing websites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notice will state that it does not supercede individual interconnection agreements. The lists provided below are exhaustive/ finite but may be modified by agreement of the parties. Qwest will utilize these lists when determining the disposition (e.g., Level 0–4) to which new changes should be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log.

5.4.1 Level 0 changes

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notice.

Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)
- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe.
- Hyphenation

- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetize information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability
- Hyperlink corrections within documentation
- Remove unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, web change form, or history log to CLECs. Changes to the documentation will be updated and posted immediately.

5.4.2 Level 1 changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product or process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product or process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notice.

Level 1 Change Categories are:

- Time Critical Corrections to information that adversely impacts CLECs ability to conduct business with Qwest
- Corrections/clarifications/additional information that does not change the product or process
- Correction to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notice needs to include reference to primary PCAT documentation)
- Document corrections to synch up with existing OSS Interfaces documentation (notice needs to include reference to OSS Interfaces documentation)
- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product or process

- Re-notifications issued within 6 months after initial notification (notice will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a Product/Process change to be effective in less than 21 days
- Training information (note: if a class is cancelled, notification is provided 2 weeks in advance)
- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.2.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition (e.g. Level 1), description of change, changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager, by email at cmpcr@qwest.com, immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will promptly respond to the CLEC and work to resolve the issue. In addition, Qwest will provide the following for PCAT and NonFCC Technical Publication ("Tech Pub") changes:

- A web notification form that includes an exact cut and paste of the changes highlighted in green (PCAT) or redlined (Technical Publications). If necessary, additional text above and below the changes will be provided for context.
- A history log that tracks the changes

5.4.3 Level 2 changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notice of Level 2 changes at least 21 calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (includes email, fax, TN, personnel changes)
- Changes to a form that do not introduce changes to the underlying process
- Changes to eliminate/replace existing Web functionality will be available for 21 days until comments are addressed. (either a demo or screen shot presentation will be available at the time of the notification for evaluation during the 21 day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct
- Addition of new Web functionality (e.g., CNLA)
- Re-notifications issued 6 months or more after the initial notification (notice will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications.

- LSOG/PCAT documentation changes associated with new OSS Interface release documentation resulting from an OSS interface CR
- Reduction to an interval in Qwest's SIG

For any change that Qwest considers a Level 2 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notice to CLECs. Level 2 notifications will state the disposition (e.g. level 2), description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notice, any documentation changes required to PCATs and Non-FCC Tech Pubs (red-line for Tech Pubs and green highlights for PCATs) will be available for review in the Document Review section of the CMP Website (http://www.qwest.com/wholesale/cmp/review.html), commonly known as the document review site. In the document review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or NonFCC Tech Pubs, a comments link will be provided within the notification for comments.

Qwest must provide initial notice of Level 2 changes at least 21 calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have 7 calendar days following initial notification of the change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 7 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date.
- Qwest will implement no sooner than 21 calendar days from the initial notification.

CLECs may provide General comments regarding the change (e.g., clarification, request for modification, request to change the disposition level). Comments must be provided during the comments cycle as outlined for level 2 changes.

If a CLEC requests to change the disposition level, CLECs and Qwest will discuss such requests at the next monthly Product/Process CMP meeting. In the event that timing doesn't allow for discussion at the upcoming CMP meeting Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach consensus on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the majority. If the disposition Level of a change is modified, from the date of the modification forward such change will proceed under the modified Level with notifications and timelines agreed to by the participants.

For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and NonFCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notice will not be provided and the changes will be effective according to the date provided in the original notification.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

5.4.4 Level 3 changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest will provide initial notice of Level 3 changes at least 31 calendar days prior to implementation.

Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process
- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a Product/Process change to be effective in 21 days or more

For any change that Qwest considers a Level 3 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notice to CLECs. Level 3 notifications will state the disposition (e.g. level 3), description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. Level 3 notifications will only include Level 3 Changes, excluding related Level 1 and Level 2 changes and notification of changes to Tech Pubs. For Level 3 notifications that Qwest believes represent a new change category under Level 0, Level 1, Level 2, Level 3, or Level 4, Qwest should propose such new change category in the notice and CLECs and Qwest will discuss the proposal in the next monthly Product & Process CMP meeting. In addition to the notice, any documentation changes required to PCATs and Non-FCC Tech Pubs (red-line for Tech Pubs and green highlights for PCATs) will be available for review in the Document Review section of the CMP Website (http://www.qwest.com/wholesale/cmp/review.html), commonly known as the document review site. In the document review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notice of Level 3 changes at least 31 calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have 15 calendar days following initial notification of the change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 15 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g. requested change requires

significant research, information is required from national standards body or industry (e.g. Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g. Tech Pubs, PCATs) at least 15 calendar days prior to implementation.

- Qwest will implement no sooner than 15 calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be 31 days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be 45 calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition of Level. If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g. business need, financial impact).
- Request to change disposition to a Level 0, Level 1 or Level 2 doesn't have to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

CLECs and Qwest will discuss requests to change the disposition Level of noticed changes, or to establish new change categories under Levels 0 – 4, at the next monthly Product & Process CMP meeting. In the event that the parties are not able to reach consensus on any such request, CLECs and Qwest will take a vote of the parties in attendance at the meeting. The result will be determined by the majority in accordance with Section 17.0. If the disposition Level of a change is modified, from the date of the modification forward such change will proceed under the modified Level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification. When a change to the disposition Level of a particular notice also suggests that a new category of change be established under one of the Levels, a separate vote shall be taken for each.

For a request for postponement, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

5.4.5 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be initiated using the CMP CR process and provide CLEC an opportunity to have input into the development of the change prior to implementation.

Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's SIG
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS interface CR

For any change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than 14 calendar days prior to the CMP Product and Process Monthly Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP manager assigns a CR Number and logs the CR into the CMP Database.
- The Qwest CMP Manager forwards the CR to the CMP Group Manager,
- The Qwest CMP manager sends acknowledgment of receipt to the CR submitter and updates the CMP Database.

Within two (2) business days after acknowledgement,

- The Qwest CMP Manager posts the complete CR to the CMP Web site
- The CMP Group Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR subject matter expert (SME) and the SME's Director.
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
- Description of CR
- Assigned CRPM

- Assigned CR number
- Designated Qwest SME(s) and associated director(s)

Qwest will present the Change Request at the monthly Product and Process CMP meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition (e.g., level 4) of the Change (see below). If during the CMP meeting CLECs agree to change the disposition, then the type of change being made will be added to the list for the disposition to which it is changed.
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain consensus for input approach.
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the monthly CMP meeting, the parties will discuss whether to treat the Change Request as a Level 4 change. If the parties agree, the Change Request will be reclassified as a Level 0, 1, 2 or 3 change, and the change will follow the process set forth above for Level 0, 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 0, 1, 2 or 3 change, the following process will apply:

- The parties will develop a process for Qwest to obtain CLEC input into the proposed change. Examples of processes for input include, but are not limited to, one-day conferences, multi-day conferences, or written comment cycles.
- After completion of the input cycle, as defined during the CMP meeting, Qwest will modify the CR, if necessary, and design the solution considering all CLEC input.
- For Level 4 changes, when the solution is designed and all documentation is available for review, a notice of the planned change is provided to the CLECs. Level 4 notifications will only include Level 4 Changes, excluding related Level 1, Level 2, and Level 3 changes and notification of changes to Tech Pubs. This notice will be provided at least 31 calendar days prior to implementation. The notice will contain reference to the original CR, proposed implementation date, and the CLEC/Qwest comment cycle. In addition, any documentation changes required to PCATs and Non-FCC Tech Pubs will be available for review in the document review site (red-line for Tech Pubs and green highlighting for PCAT) with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or NonFCC Tech Pubs, a comments link will be provided within the notification.
- CLECs have 15 calendar days following notification of the planned change to provide written comments on the notice
- Qwest will reply to CLEC comments no later than 15 calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g. requested change requires significant research, information is required from national standards body or industry (e.g. Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g. Tech Pubs, PCATs) at least 15 calendar days prior to implementation.
- Qwest will implement no sooner than 15 calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a

final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be 31 days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be 45 calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 4. CLEC comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request for postponement of implementation, or effective date for which comments are being provided.

For general comments, Qwest will respond to comments and provide a final notice of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and NonFCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

For a request to postponement, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures.

5.5 Postponement and Arbitration of a Product/Process Change

A CLEC may request that Qwest postpone the implementation of a Qwest-originated or CLEC-originated product or process change in accordance with this section.

5.5.1 Timeframe for Request for Postponement

A CLEC invokes the Postponement Process in accordance with the conditions and timeframes specified below:

5.5.1.1 Qwest-Originated Product /Process Changes

For Qwest-originated Level 3 or Level 4 product or process changes, if a CLEC intends to invoke the postponement process, it must do so during the final CLEC comment period.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within 5 business days after the issuance of Qwest's final notification of the change.

5.5.1.2 CLEC-Originated Product/Process Changes

For CLEC-originated product or process changes, if a CLEC intends to invoke the postponement process, it must do so during the CLEC comment period applicable to the notification called for in section 5.3.1.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within 5 business days after the issuance of Qwest's final notification of the change..

5.5.1.3 A CLEC may Join or Oppose a Postponement Request

A CLEC may only join or oppose a postponement request if it submits a request to join or oppose the postponement request within 2 business days after the issuance date of Qwest's notification to the CLECs that a postponement request has been received by Qwest.

5.5.2 Process for Initiating a Postponement Request

5.5.2.1 CLEC Initiates Postponement Request by Email

A request for postponement, a request to join a postponement request or opposition to a postponement request must be sent to the Qwest CMP Postponement e-mail address (cmpesc@qwest.com).

The subject line of the request must include:

- CLEC Company Name
- POSTPONEMENT
- Change Request (CR) number or Notification Subject Line and Notification Date as appropriate

5.5.2.1.1 Required Content for Request for Postponement

A CLEC may request that Qwest postpone implementation of all or part of the proposed change until the issue is resolved in CMP or until the dispute is resolved pursuant to the dispute resolution clause. In its request for postponement, whether initiating or joining a postponement request, a CLEC shall provide the following information, if relevant:

- The basis for the request for a postponement;
- The extent of the postponement requested, including the portions of the proposed change to be postponed and length of requested postponement;
- The harm that the CLEC will suffer if the proposed change is not postponed, including the business impact on the CLEC if the proposed change is not postponed; and
- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.2.1.2 Additional Requirement for Request for Postponement Arising from Revision

If a CLEC requests a postponement because Qwest's response to CLEC comments includes a revision of the proposed change and that revision materially impacts a CLEC, such a request must contain a description of why Qwest's response affects the CLEC in a new or different way than the proposed change initially affected the CLEC, along with the information that would have been required if the CLEC submitted a request for postponement in its comments.

5.5.2.1.3 Opposition to a Postponement Request

If a CLEC wishes to oppose a postponement request, it must submit its opposition to a postponement request within the same time period that CLECs have to join a postponement request. Any opposition to a postponement request must include information responsive to the assertions made by the CLEC seeking postponement as called for in Section 5.5.2.1.1. For example, under Section 5.5.2.1.1, CLEC(s) seeking postponement must describe the harm it will suffer if the change is not postponed. In response to this assertion, a CLEC opposing a postponement request should state the harm it would suffer if Qwest does postpone the change.

5.5.2.2 Qwest will Work to Resolve CLEC Concerns

Following the receipt of a postponement request, Qwest will proactively work with the objecting CLEC(s) to resolve the concerns of the CLEC(s).

5.5.2.3 Qwest Acknowledges Receipt of Request and Notifies CLEC Community

Within 2 business days after receipt of the postponement request, Qwest will acknowledge receipt of the postponement request or the request to join the postponement with an acknowledgment e-mail to the originator of the request. If the request does not contain the relevant information, as specified in Section 5.5.2.1.1, Qwest will notify the CLEC by the close of business on the following day, identifying and requesting information that was not originally included. When the postponement e-mail is complete, the acknowledgment e-mail will include:

- Date and time of receipt of postponement request
- Date and time of acknowledgment e-mail
- Qwest will give notification and post the postponement request and any associated responses on the CMP website within three (3) business days after receipt of the complete request or response.

5.5.3 Qwest's Determination of Postponement Request

The standard set forth in this section applies only to Qwest's postponement determination under this section and the arbitrator's determination under Section 5.5.4.5 and has no bearing on the standard applicable to any other review or determination.

5.5.3.1 Standard for Determining whether to Postpone.

Qwest will postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will prevent more harm or cost to the requesting and any joining CLECs than postponing the proposed change imposes harm or cost upon Qwest or any CLECs who oppose the postponement. Qwest will postpone the implementation of the proposed change if it is inconsistent with a requesting or joining CLEC's interconnection agreement, applicable commission rule or law.

Qwest will not postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will impose more harm or cost upon Qwest or any CLECs who oppose the postponement than postponing the proposed

change will prevent harm or cost to the CLECs supporting the postponement. Qwest will provide in its response notification that the proposed change will not be postponed.

5.5.3.2 Qwest's Response to Request for Postponement

If Qwest decides to postpone the proposed change, it will provide the following information in its response:

- The time period (not less than 30 days) for which the proposed change will be postponed;
- The CLECs for which the proposed change will be postponed; and
- Any other details of the postponement, including the portions of the proposed change to be postponed and the length of the postponement.

If Qwest decides not to postpone the proposed change, it will provide in its response:

- The reason the requested postponement is not being implemented;
- An explanation of the harm and cost evaluation; and
- How Qwest alleges that the proposed change is consistent with interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.3.3 30-day Postponement if Request is Denied

If Qwest does not grant the requested postponement, Qwest will not implement the objected-to proposed change for at least thirty calendar days following notification to CLECs that Qwest will not postpone the proposed change.

5.5.4 Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds

If Qwest does not postpone a proposed change and a CLEC has initiated dispute resolution proceedings with regard to the proposed change, the CLEC has the option to request a neutral arbitrator to determine whether Qwest must postpone implementation of that proposed change. This optional arbitration provides interim relief only and is limited to the question of whether Qwest must postpone implementation of the proposed change until the dispute or the postponement request is resolved under the dispute resolution process. The arbitrator's decision will have application in all of the states where the CLEC initiates dispute resolution proceedings on the issue. As decisions on the dispute or the postponement request are made in each state, such decisions will supersede the determination of the arbitrator for that state.

All references in Section 5.5.4 (including all subsections) to "CLEC" and "CLECs" should be read to include all CLECs who have submitted or joined requests for postponement of a proposed change, initiated dispute resolution proceedings and seek arbitration for the interim postponement of the same proposed change. There may be multiple CLECs seeking postponement of the same proposed change in any given state. Such CLECs will, to the greatest extent possible, cooperate with one another to select a single arbitrator to address the issue of interim postponement for a given state. In the event that one or more CLECs have initiated dispute resolution proceedings on the issue of interim postponement of the same proposed change in multiple states, such CLECs may agree to the use of a single arbitrator to address such issue for all such states.

References in Section 5.5.4 (including all subsections) to "parties" will include Qwest and all CLECs who have submitted or joined requests for postponement of the same proposed change, initiated dispute resolution proceedings and seek arbitration for the interim postponement of that proposed change. However, the reference to "all parties" in Section 5.5.4.1.1 means Qwest and all CLECs in CMP who have received proper notification, in accordance with Section 3.0, about selection of individuals for the Agreed Arbitrators List and participated in the selection discussions.

This optional arbitration process set forth below does not apply to any proceeding before a regulatory or other authority.

5.5.4.1 Selection of Arbitrator

If a CLEC chooses arbitration under this section, the parties shall select a neutral arbitrator by agreeing to an individual or by following the processes set forth below to select an arbitrator from an alternative dispute resolution organization.

5.5.4.1.1 Agreed Arbitrators List

Qwest and the CLECs may, by mutual agreement, develop a list of individual arbitrators to which all parties agree as an additional source for selection of a neutral arbitrator (Agreed Arbitrators List). Names of arbitrators may be added to the list at any time upon agreement of all parties. Qwest or any CLEC may strike an individual arbitrator from the Agreed Arbitrators List at any time, except that Qwest or any CLEC may not strike an arbitrator from the list while an arbitration initiated under this provision is pending before that arbitrator. If a CLEC chooses a name from the Agreed Arbitrators List, that individual will be the arbitrator.

5.5.4.1.2 Alternative Dispute Resolution Organization

If a CLEC does not choose an individual arbitrator from the Agreed Arbitrators List, or if Qwest and CLECs do not otherwise agree on an individual arbitrator, then Qwest and the CLEC shall select a neutral arbitrator from any of the following pursuant to the process set forth below: Judicial Arbiter Group (JAG), American Arbitration Association (AAA), JAMS, or any other mutually agreeable alternative dispute resolution organization. Within two (2)business days after receipt of Qwest's acknowledgment email, the CLEC shall advise the alternative dispute resolution organization and Qwest of the identity of the parties and the nature of the dispute and the CLEC shall acquire from JAG, AAA, JAMS, or other alternative dispute resolution organization as to which agreement is reached, a list of 5 potential arbitrators who have no apparent conflict of interest or any circumstances likely to affect their impartiality or independence and who have experience in handling general commercial disputes, along with a brief summary of each potential arbitrator's relevant background and experience. The CLEC shall forward the list to the specified Qwest contact as soon as practicable after it receives the list, along with the identity of the two of the five potential arbitrators the CLEC wishes to strike from the list. Within one business day after receipt of the list and indication of the potential arbitrators the CLEC has stricken, Qwest will respond to the CLEC contact with the two additional names Qwest wishes to strike from the list.

5.5.4.2 Initiating Postponement Arbitration

A CLEC initiates arbitration for interim postponement of Qwest's implementation of a proposed change under this provision by sending an email to Qwest at (cmpesc@qwest.com). The email must include, at a minimum, the following:

- subject line that includes "Postponement" and the CR [insert number] or Notification Subject Line
- the CLEC's contact person for matters relating to the postponement arbitration and method of communication (e.g., email address or facsimile number)
- a statement that the CLEC desires to have a neutral arbitrator decide whether Qwest must postpone implementation of the change until the request for postponement is decided by the regulatory or other authority
- a copy of the documents that the CLEC filed with the Regulatory or other authority to initiate the dispute resolution
- the identity of the alternative dispute resolution organization or individual arbitrator the CLEC proposes to use

Within two (2) business days after receipt of the Request for Postponement Arbitration, Qwest shall respond with an email acknowledging receipt of the Request for Postponement Arbitration. The email must include, at a minimum, the following:

- a subject line that includes "Acknowledgment of Request for Postponement" and the CR [insert number] or Notification Subject Line
- Qwest's contact person for matters relating to the postponement arbitration and method of communication (e.g., email address or facsimile number)
- if the Request for Postponement Arbitration identifies an alternative dispute resolution organization other than those listed in Section 5.5.4.1.2 or individual other than those on the Agreed Arbitrators List, Qwest's acknowledgment will state whether it agrees to the use of that alternative dispute resolution organization or individual arbitrator and, if it does not agree, Qwest will identify an organization or individual arbitrator that appears on the Agreed Arbitrator List that it agrees to use.

Qwest and the CLEC shall communicate with one another regarding matters relating to the postponement arbitration through the contact person and by the method of communication designated in accordance with the process set forth above.

5.5.4.3 No Unilateral Communication With Arbitrator or Potential Arbitrator

Neither Qwest nor the CLEC, and no person acting on behalf of either Qwest or the CLEC, shall communicate unilaterally concerning the arbitration with the arbitrator or any potential arbitrator.

5.5.4.4 Scope of Authority of the Arbitrator.

The arbitrator shall decide only the issue of whether Qwest must postpone implementation of the change. The arbitrator shall not have authority to award any damages or make any other determination outside this scope.

If the CLEC has initiated dispute resolution with regard to the same change in more than one state, a single arbitrator can decide the postponement issue for all states in which the CLEC has initiated dispute resolution proceedings regarding the same issue.

This arbitration option is not an exclusive remedy and does not preclude any CLEC from using appropriate state commission procedures, expedited or otherwise, to raise issues or seek a postponement.

5.5.4.5 Arbitrator's Decision

The arbitrator shall decide the issue upon written submissions. The CLEC and Qwest both shall submit their position statements to the arbitrator and to each other by email or facsimile within one business day from the date on which agreement regarding the identity of the arbitrator is reached.

In determining whether Qwest must postpone implementation of a proposed change, the arbitrator must apply the standards set forth in Section 5.5.3.1.

The arbitrator must provide his/her decision to Qwest and the CLECs within 5 business days after receipt of the parties' position statements. The arbitrator's decision must be in writing, signed by the arbitrator, and must include a brief summary of the basis for the decision.

5.5.4.6 Effect of Arbitrator's Decision

The parties agree to abide by the arbitrator's decision regarding a postponement of implementation in the state in which the decision applies until the decision expires. If the arbitrator's decision applies to more than one state, the decision will expire on a state by state basis. Unless the parties agree otherwise, the arbitrator's decision expires in a state when the first of any of the following occurs in that state:

- the regulatory or other authority from whom the CLEC has requested a postponement rules on the postponement request; or
- the dispute resolution proceeding initiated by the CLEC regarding the proposed change is dismissed, withdrawn, or otherwise concluded without a ruling on the CLEC's request for a postponement; or
- any regulatory or other authority orders otherwise at the request of Qwest or the CLEC.

The arbitrator's decision regarding postponement of implementation is not binding precedent and shall have no precedential or persuasive value. The parties shall not cite or present the content of any arbitrator's decision as having precedential or persuasive value.

5.5.4.7 Arbitration Costs

Each party shall bear the costs it incurs in preparing and presenting its own case. The party against whom the issue is decided shall pay the costs for the arbitrator.

5.6 Comparability of Change Request Treatment

When a CLEC or Qwest submits a Product/Process CR in CMP, Sections 5.3 and 5.4, respectively, are applicable. While the processes contained in these sections are not identical, Qwest and the CLECs intend that the events and timeframes associated with Qwest and CLEC Product/Process CRs will be the same in all material respects for CRs that are comparable. Comparability of CRs is determined based on relative complexity, time for implementation and other relevant factors. The parties agree to periodically assess the time required to complete comparable CRs. To facilitate this assessment, Qwest will document the amount of time it takes to evaluate a Qwest originated Product/Process CR prior to CR submission to compare to the documented time it takes to evaluate a CLEC Product/Process CR. Evaluation time for Qwest Product/Process CRs shall include only activities similar to those Qwest performs for a CLEC originated Product/Process CR after CR submission until Qwest issues its final response.

5.7 Crossover Change Requests

During the operation of the CMP, there may be situations when Systems CRs have requirements for Product/Process discussion or solution, or when Product/Process CRs require System solutions. These crossover CR situations exist in three basic categories.

Category A. If a CR submitted to the Product/Process CMP is discovered to require a mechanized solution the following will occur:

- Qwest will open a Systems CR with a reference to the Product/Process CR number;
- Qwest will close the Product/Process CR with a reference to the new Systems CR number.
- This CR will comply with the CMP Systems CR process.

Category B. If a CR submitted to the Systems CMP is discovered to require a manual solution the following will occur:

- Qwest will open a Product/Process CR with a reference to the Systems CR number;
- Qwest will close the Systems CR with a reference to the new Product/Process CR number.
- This CR will comply with the CMP Product/Process CR process.

Category C. If a CR submitted to the Systems CMP is discovered to require an interim manual solution, the CR will be tracked as a Systems CR for the length of the CR lifecycle including the development and implementation of both the interim manual and final mechanized solutions.

The determination to close and open CRs as described above will be made by the CMP body at a monthly CMP meeting.

If a CR becomes a crossover CR, Qwest may request an ad hoc Clarification Meeting with the CR submitter or request that a portion of the appropriate CMP Monthly Meeting be devoted to discussing the CR. If a CR is closed in one CMP arena and opened in the other, the new CR will retain the status, where feasible, and the date submitted of the old, "closed" CR. Under no circumstances will the CR be restarted.

All crossover CRs will be distinctly labeled in the CMP Monthly Meeting distribution packages and addressed as a separate item on the CMP Monthly Meeting agenda.

All Regulatory and Industry Guideline CRs will be submitted as Systems CRs and maintained in the Systems database until closure, or until they are deemed to require a manual process solution, at which point they will become Product/Process CRs.

5.8 Change Request Status Codes

The following status codes will be applied to Qwest and CLEC initiated CRs. The status of the CR will be included in the Interactive Reports. CR status codes will not necessarily be assigned in the order set forth below, and not every status code will apply to every CR.

- Submitted - The CR receives a Submitted status when Qwest's CMP Manager has formally acknowledged the CR. The CR remains in Submitted status until Qwest has conducted a Clarification meeting with the originator.
- Clarification – The CR is updated to Clarification status once the clarification meeting has been held with the originator.
- Evaluation – The CR moves into Evaluation status if the CR requires further investigation.
- Presented – The CR moves into Presented status after the originator has presented it at the monthly CMP meeting.
- Pending Prioritization – The Systems CR moves into Pending Prioritization status after it has been Presented and is waiting for Prioritization.
- Prioritized - The Prioritized status is not applicable to all Change Requests. The Prioritized status is only applicable to CRs for which the impacted interface is an OSS that requires prioritization (e.g. IMA). The CR receives a status of Prioritized once it has been presented for prioritization and the Prioritization process has been completed.
- Development – A Product/Process CR moves into a Development status when Qwest's response requires development of a new or revised process. A Systems CR moves into Development status when development begins.
- CLEC Test – A CR moves into the CLEC Test status upon agreement by the participants in the CMP meeting. CLECs have the ability to evaluate the effectiveness of Qwest's change and its implementation, provide feedback, and indicate whether further action is required. Through interaction between Qwest and the interested CLECs, a Product/Process Change as initially implemented may undergo modification. Depending on the magnitude of such modifications, it may be appropriate to return the CR to Development status. Problems found with newly deployed Systems changes will be handled in accordance with Production Support process as described in Section 12.0. If no further action is required for a consecutive 60 day period, the status moves to Completed, unless the parties agree otherwise.
- Completed – The CR moves to a completed status when the CLECs and Qwest agree that no further action is required to fulfill the requirements of the CR.
- Denied – The CR receives a Denied status when Qwest denies the CR.
- Deferred - The CR receives a Deferred status if the CMP CR originator does not intend to escalate or dispute the CR at the present time, but wants the ability to activate or close the CR at a later date.
- Withdrawn - The CR receives a Withdrawn status when the CR originator requests that the CR be withdrawn from the CMP process and the CR is not sponsored by another party.

5.9 Change Request Suffixes

In certain circumstances CR numbers will require special suffix designations to identify certain characteristics. Suffixes include:

- "CM" - Changes to the CMP framework
- "DR" - Dispute Resolution Process invoked on a CR
- "ES" - Escalation Process invoked on a CR
- "EX" - Change being implemented utilizing the Exception process
- "IG" - Industry Guideline CR
- "MN" – CR for a manual workaround related to an OSS Interface Change Request
- "RG" - Regulatory CR
- "SC" - Change being implemented as an SCRP request
- "X" - Crossover CR

6.0 OSS INTERFACE RELEASE CALENDAR

Qwest will provide a rolling twelve (12) month OSS Interface release calendar in the distribution package of the first scheduled CMP Systems Meeting of each quarter. The calendar will show release schedules, for all OSS Interfaces within the scope of CMP starting in that quarter and for a total of twelve (12) months in the future. The schedule entries will be made when applicable for application to application interfaces:

- Name of OSS Interface
- Date for CMP CR Submission Cutoff
- Date for issuing Draft Release Notes
- Date when Initial Notice for New Interfaces and Interface Retirements will be issued; date when comparable functionality will be available.
- Date for issuing Initial or Draft Technical Specifications
- Comment cycle timeline
- Prioritization, packaging and commitment timeline
- Date for issuing Final Technical Specifications
- Testing period
- Date for issuing Final Release Notes
- Planned Implementation Date
- Release sunset dates

The release calendar will be posted on the CMP web site as a stand-alone document.

7.0 INTRODUCTION OF A NEW OSS INTERFACE

The process for introducing a new interface will be part of the CMP. Introduction of a new OSS interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a new interface, of any type, may be greater than the time originally allotted and that discussions between CLECs and Qwest may be held prior to the announcement of the new interface.

With a new interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

7.1 Introduction of a New Application-to-Application Interface

At least nine (9) months in advance of the target implementation date of a new application-to-application interface, Qwest will issue a Release Announcement, post the Preliminary Interface Implementation Plan on Qwest's web site, and may host a design and development meeting.

7.1.1 Release Announcement

- Where practicable, the Release Announcement and Preliminary Interface Implementation Plan will include: Proposed functionality of the interface including whether the interface will replace an existing interface
- Proposed implementation time line (e.g., milestone dates, CLEC/Qwest comment cycle)
- Proposed meeting date to review the Preliminary Interface Implementation Plan
- Exceptions to industry guidelines/standards, if applicable
- Planned Implementation Date

7.1.2 CLEC Comments/Qwest Response Cycle and Preliminary Implementation Plan Review Meeting

CLECs have fourteen (14) calendar days from the initial release announcement to provide written comments/questions on the documentation. Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days after the Initial Release Announcement. Qwest will review these issues and its implementation schedule at the Preliminary Implementation Plan Review Meeting approximately twenty-eight (28) calendar days after the Initial Release Announcement.

7.1.3 Initial Interface Technical Specification

Qwest will provide draft technical specifications at least one hundred twenty (120) calendar days prior to implementing the release. In addition, Qwest will confirm the schedule for the walk-through of technical specifications, CLEC comments, and Qwest response cycle.

7.1.4 Initial Notification Content

This notification will contain:

- Purpose

- Logistical information (including a conference line) for walk-through
- Reference to draft technical specifications, or web site
- Additional pertinent material
- CLEC Comment/Qwest Response cycle
- Draft Connectivity and Firewall Rules
- Draft Test Plan

7.1.5 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal subject matter experts (SMEs), beginning one-hundred and ten (110) calendar days prior to implementation and ending one-hundred and six (106) calendar days prior to implementation. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

7.1.6 Conduct Walk-through

Qwest will lead the review of technical specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items.

7.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to the Systems CMP Manager no later than one-hundred and four (104) calendar days prior to implementation.

7.1.8 Qwest Response to Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns and action items captured at the walk through, no later than one hundred (100) calendar days prior to implementation. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the final notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final technical specifications.

7.1.9 Final Interface Technical Specifications

Generally, no less than one hundred (100) calendar days prior to the implementation of the new interface, Qwest will issue the Final Release Requirements to CLECs via web site posting and a CLEC notification.

Final Release Requirements will include:

- Final Notification Letter, including:
- Summary of changes from Qwest response to CLEC comments on Draft Technical Specifications

- If applicable, Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Purpose
- Reference to final technical specifications, or web site
- Additional pertinent material
- Final Connectivity and Firewall Rules
- Final Test Plan (including Joint Testing Period)
- Release date

Qwest's planned implementation date will not be sooner than one hundred (100) calendar days from the date of the final release requirements. The implementation time line for the release will not begin until final specifications are provided. Production Support type changes within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

7.2 Introduction of a New GUI

Qwest will issue a Release Notification forty-five (45) calendar days in advance of the Release Production Date. This will include:

- Proposed functionality of the interface including whether the new interface will replace an existing interface.
- Implementation time line (e.g., milestone dates, CLEC/Qwest comment cycle, Interface overview date)
- Implementation date
- Logistics for GUI Interface Overview

At least twenty-eight (28) calendar days in advance of the target implementation date of a new GUI interface, Qwest will issue a Release Announcement. At a minimum, the Release Announcement will include:

- Draft User Guide
- How and When Training will be administered

7.2.1 Interface Overview

The Interface Overview meeting should be held no later than twenty-seven (27) calendar days prior to the Release Production Date. At the meeting, Qwest will present an overview of the new interface.

7.2.2 CLEC Comments and Qwest Response

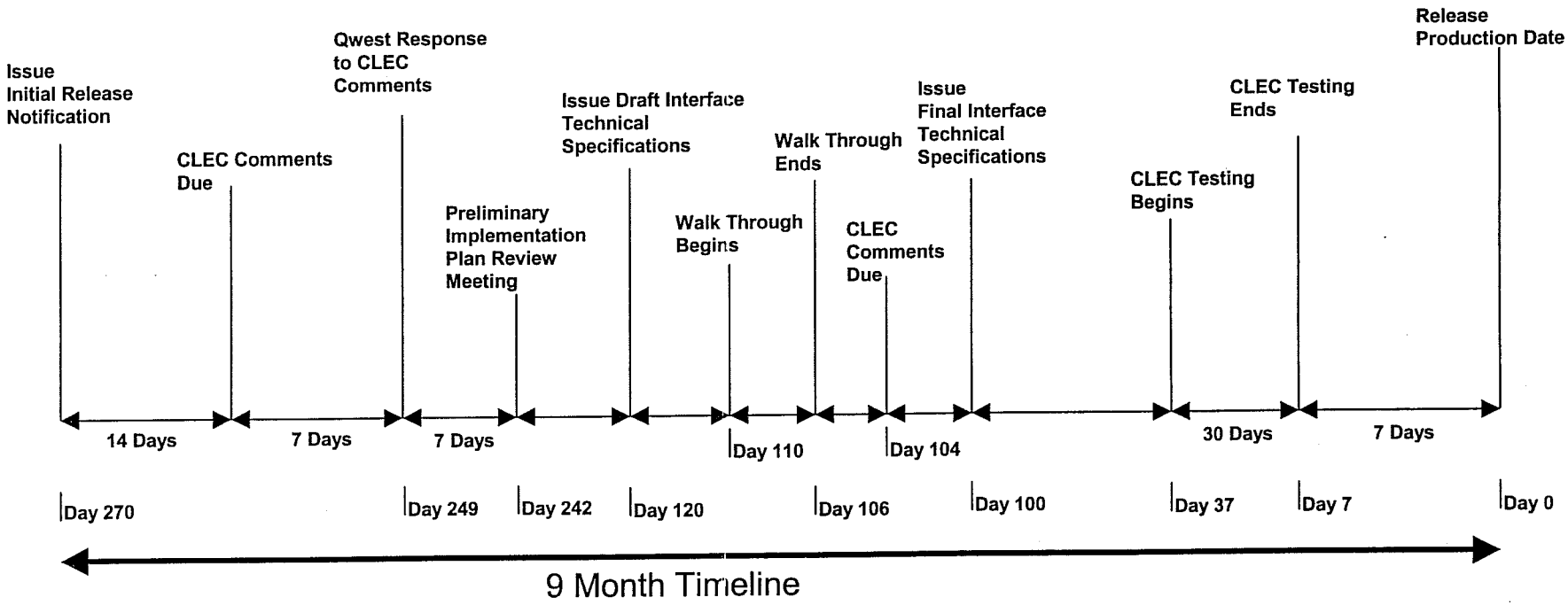
At least twenty-five (25) calendar days prior to the Release Production Date. CLECs must forward their written comments and concerns to Qwest. Qwest will consider CLEC comments and may address them with the release of the Final Notification.

7.2.3 Final Notification

Qwest will issue a final notice no less than twenty-one (21) calendar days prior to the Release Production date. The final notice will include:

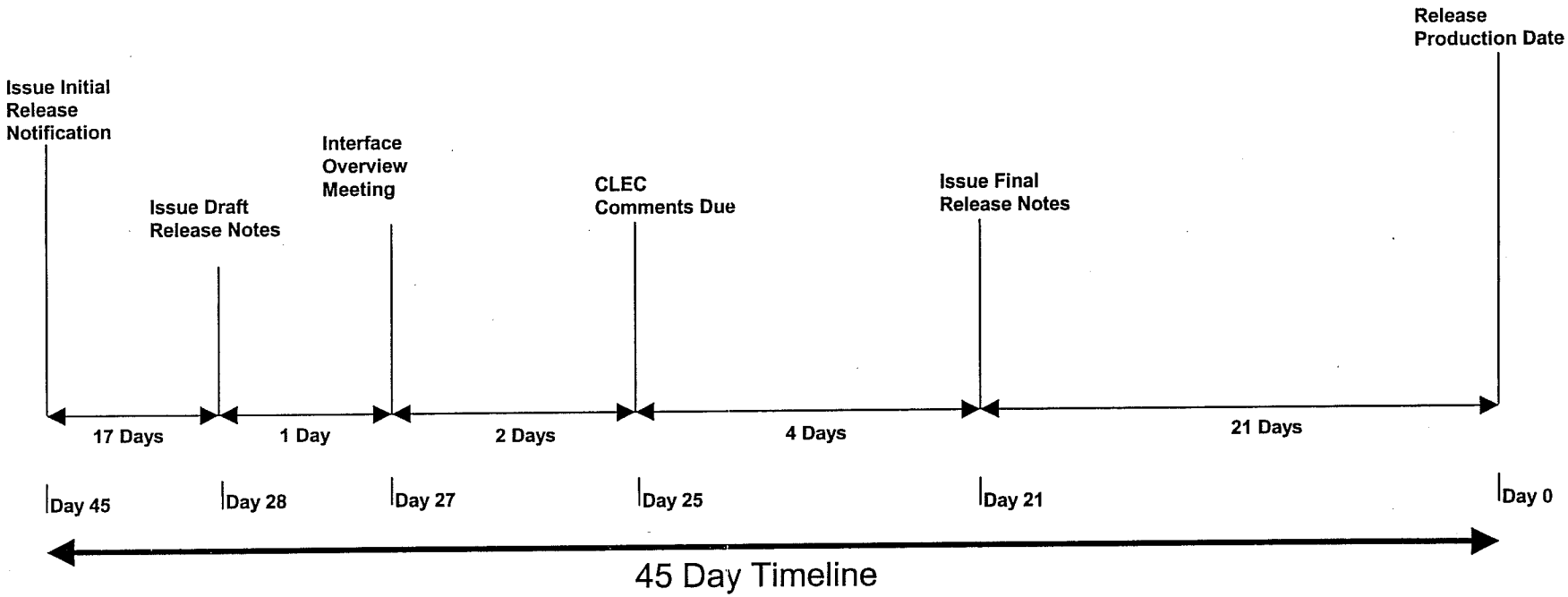
- A summary of changes from the initial notice, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Implementation date.

Qwest-CLEC Change Management Process
Introduction of A New Application-to-Application OSS Interface
Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Qwest-CLEC Change Management Process
Introduction of A New Graphical User Interface (GUI)
Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

8.0 CHANGE TO EXISTING OSS INTERFACES

At the first CMP systems monthly meeting of each quarter, Qwest will also provide a rolling twelve (12) month view of its OSS interface development schedule.

Qwest standard operating practice is to implement 3 major releases and 3 point releases (for IMA only) within a calendar year. Unless mandated as a Regulatory Change, Qwest will implement no more than four (4) releases per IMA OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. The Major release changes should occur no less than three (3) months apart.

Application-to-Application OSS Interface

Qwest will support the previous major Interconnect Mediated Access (IMA) EDI release for six (6) months after the subsequent major IMA EDI release has been implemented. Past Releases of IMA EDI will only be modified as a result of production support changes. When such production support changes are made, Qwest will also modify the related documentation.. All other changes become candidates for future IMA EDI releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

Graphical User Interface (GUI)

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for a pre-order or ordering will be implemented at the same time as an IMA EDI release.

8.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing interfaces. [1]For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation time line, including testing.

8.1.1 Draft Interface Technical Specifications

Prior to Qwest implementing a change to an existing interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will provide draft technical specifications at least seventy-three (73) calendar days prior to implementing the release unless an exception has been granted (see Section 8.0) Technical specifications are documents that provide information the CLECs need to code the interface. CLECs have eighteen (18) calendar days from the initial

[1] For a CLEC converting from a prior release, the CLEC implementation date can be no earlier than the weekend after the Qwest Release Production Date, if production LSR conversion is required.

publication of draft technical specifications to provide written comments/questions on the documentation.

8.1.2 Content of Draft Interface Technical Specifications

The Notification letter will contain:

- Written summary of change(s)
- Target time frame for implementation

Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

8.1.3 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal subject matter experts (SMEs), beginning sixty-eight (68) calendar days prior to implementation and ending no less than fifty-eight (58) calendar days prior to implementation. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

8.1.3.1 Walk through Notification Content

This notification will contain:

- Purpose
- Logistical information (including a conference line)
- Reference to draft technical specifications, or reference to a web site with draft specifications
- Additional pertinent material

8.1.3.2 Conduct the Walk-through

Qwest will lead the review of technical specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses 45 calendar days prior to implementation.

8.1.4 CLEC's Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to the Systems CMP Manager no less than fifty-five (55) calendar days prior to implementation.

8.1.5 Qwest Response to Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no less than forty-five (45) calendar days prior to implementation. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The

notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final technical specifications.

8.1.6 Final Interface Technical Specifications

The notification letter resulting from the CLEC's comments from the Initial Release Notification will constitute the Final Technical Specifications. After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda. The following is a high level overview of the current disclosure, release and addendum process:

- Draft Developer Worksheets -- 45 days prior to a release the draft Developer Worksheets are made available to the CLEC's.
- Final Disclosure – 5 weeks prior to a release the Final Disclosure documents, including I charts and developer worksheets are made available to the CLECs.
- Release Day – On release day only those CLECs using the IMA GUI are required to cut over to the new release.
- 1st Addendum – 2 weeks after the release the 1st addendum is sent to the CLECs.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the release as needed. There is no current process and timeline.
- EDI CLECs – 6 months after the release those CLECs using EDI are required to cut over to the new release. CLECs are not required to support all new releases.

8.1.7 Content of Final Notification Letter

The Final Release will include the following:

- Reference to Final Technical Specifications, or web site
- Qwest response to CLEC comments
- Summary of changes from the prior release, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- Joint Testing Period
- Release date

Qwest's planned implementation date will be at least forty-five (45) calendar days from the date of the final release requirements, unless the exception process has been invoked. The implementation time line for the release will not begin until final specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

8.1.8 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

8.2 Graphical User Interface (GUI)

8.2.1 Draft GUI Release Notice

Prior to implementation of a change to an existing interface, Qwest will notify CLECs of the draft release notes and the planned implementation date.

Notification will occur at least twenty-eight (28) calendar days prior to implementing the release unless an exception has been granted. This notification will include draft user guide information if necessary.

CLECs must provide comments/questions on the documentation no less than twenty-five (25) calendar days prior to implementation.

Final notice for the release will be published at least twenty-one (21) calendar days prior to production release date.

8.2.2 Content of Draft Interface Release Notice

The notification will contain:

- Written summary of change(s)
- Target time frame for implementation
- Any cross-reference to draft documentation such as the user guide or revised user guide pages.

8.2.3 CLEC Comments on Draft Interface Release Notice

Any CLEC comments must be submitted in writing to the Systems CMP Manager.

8.2.4 Qwest Response to Comments

Qwest will consider CLEC comments and may address them in the final GUI release notice within four (4) calendar days after receipt of CLEC comments.

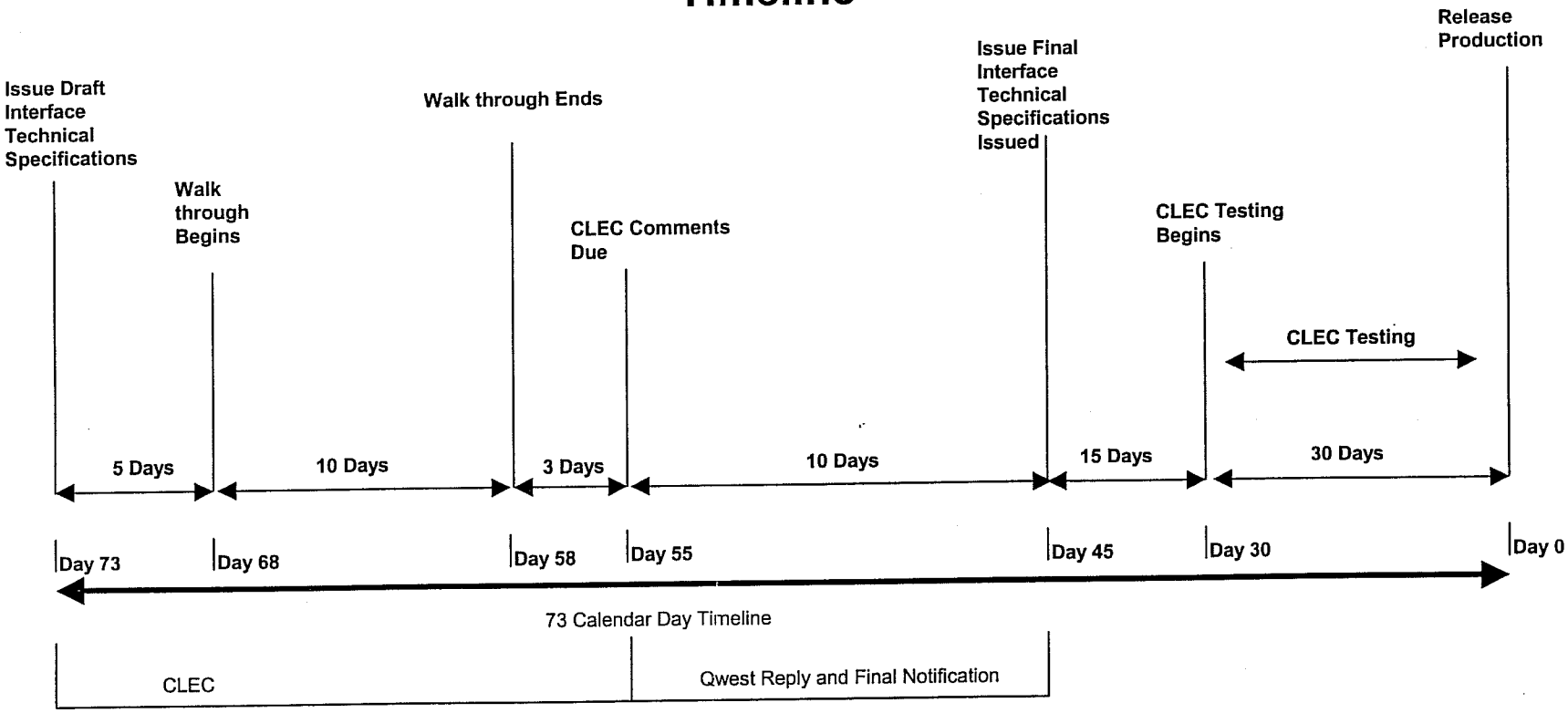
8.2.5 Content of Final Interface release Notice

CLEC comments to the draft notice may be incorporated into the final notice, which shall include:

- Final notification letter
- Summary of changes from draft interface release notice
- Final user guide (or revised pages)
- Release date

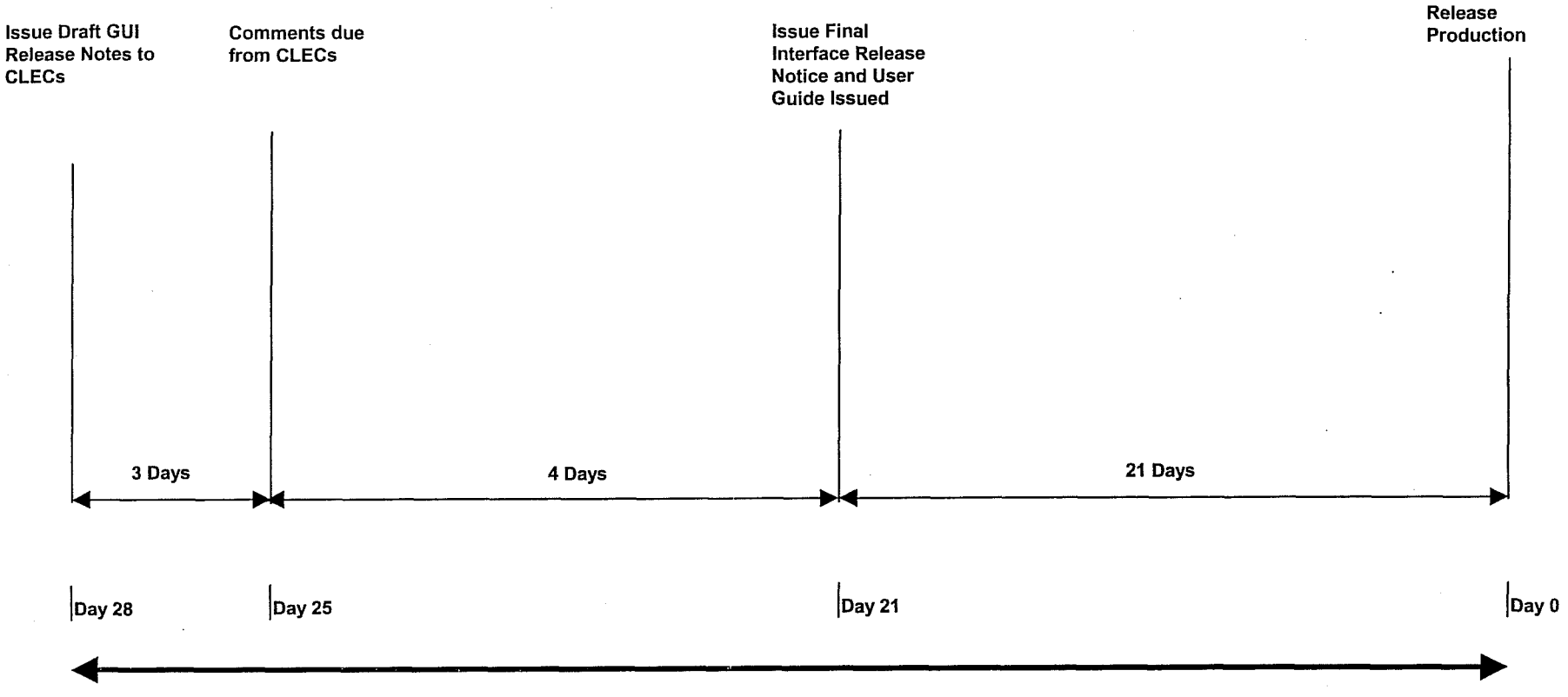
Qwest's planned implementation date will be no later than twenty-one (21) calendar days from the date of the final release notice. Qwest will post this information on the CMP web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation time line for the release will not begin until all related documentation is provided.

Qwest-CLEC Change Management Process
Changes to An Existing Application-to-Application OSS Interface
Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Qwest-CLEC Change Management Process
Changes to An Existing Graphic User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

9.0 RETIREMENT OF EXISTING OSS INTERFACES

The retirement of an existing OSS Interface occurs when Qwest ceases to accept transactions using a specific OSS Interface. This may include the removal of a Graphical User Interface (GUI) or a protocol transmission of information (Application-to-Application) interface.

9.1 Application-to-Application OSS Interface

9.1.1 Initial Retirement Plans

At least nine (9) months before the retirement date of Application-to-Application interfaces, Qwest will share the retirement plans via web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent three (3) consecutive months. Qwest will provide thirty (30) calendar day notification of the retirement via web posting and CLEC notification.

9.1.2 Initial Retirement Notice to CLECs:

Initial Retirement Notices will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement time line (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Targeted retirement date

9.1.3 CLEC Comments to Initial Retirement Notice

CLEC comments to the Initial Retirement Notice are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notice.

9.1.4 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest announces the retirement of an interface for which a comparable interface does or will exist, a CLEC user will not be permitted to commence building to the retiring interface. CLEC users of the retiring interface will be grandfathered until the retirement of the interface. Qwest will ensure that an interface with comparable functionality is available no less than six months prior to retirement of an Application-to-Application interface.

9.1.5 Final Retirement Notice

The Final Retirement Notice will be provided to CLECs no later than two-hundred and twenty-eight (228) calendar days prior to the retirement of the application-to-application interface. The Final Retirement Notice will contain:

- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

9.2 Graphical User Interface (GUI)

9.2.1 Initial Retirement Plans

At least two (2) months in advance of the target retirement date of a GUI, Qwest will share the retirement plans via web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent three (3) consecutive months. Qwest will provide thirty (30) calendar day notification of the retirement via web posting and CLEC notification.

9.2.2 Initial Retirement Notice to CLECs:

Initial Retirement Notices will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement time line (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Targeted retirement date

9.2.3 CLEC Comments to Initial Retirement Notice

CLEC comments to the Initial Retirement Notice are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notice.

9.2.4 Comparable Functionality

Qwest will ensure comparable functionality no less than thirty-one (31) days before retirement of a GUI.

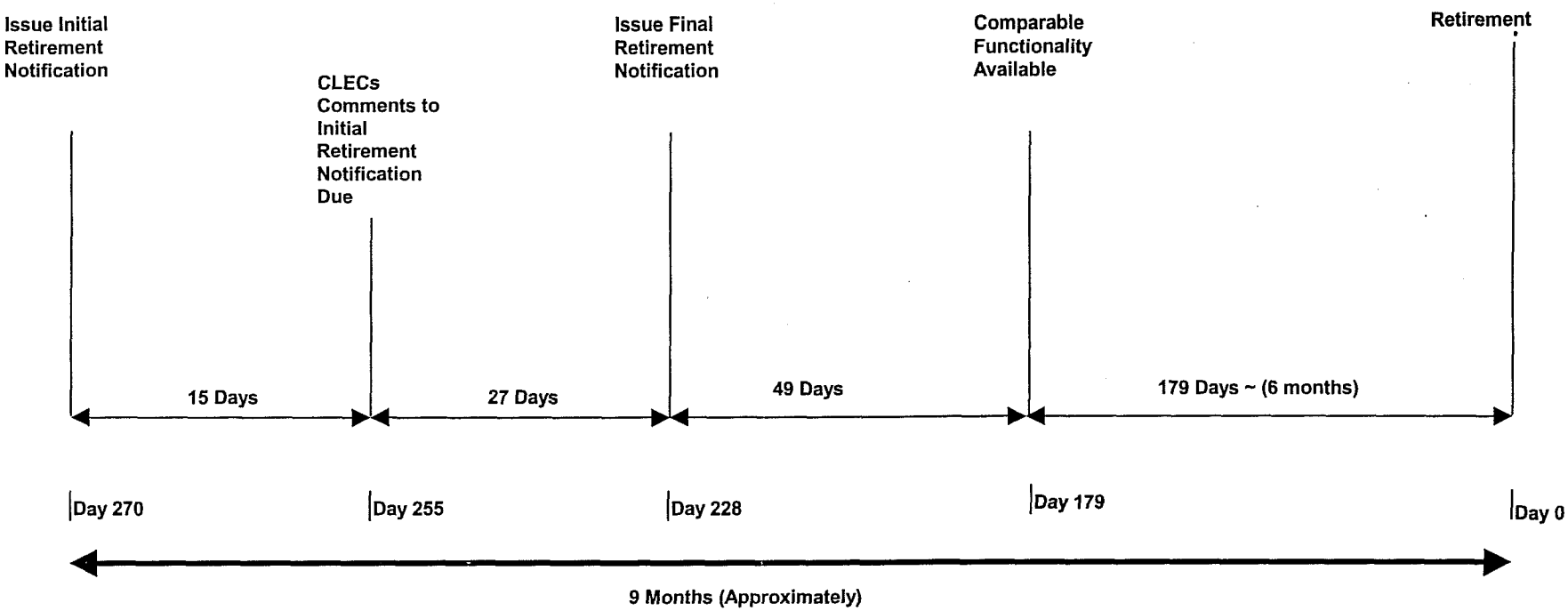
9.2.5 Final Retirement Notice

The Final Retirement Notice, for GUI retirements, will be provided to CLECs no later than twenty-one (21) calendar days before the retirement date. The Final Retirement Notice will contain:

- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

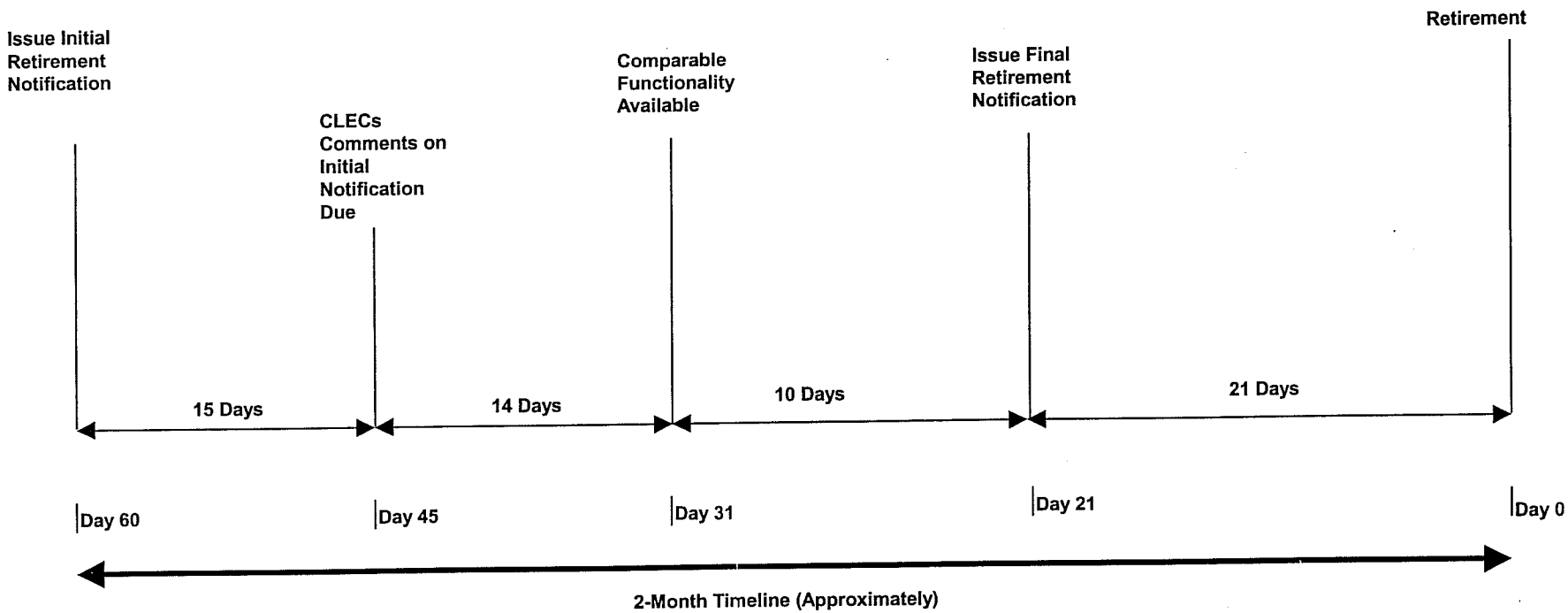
Exhibit G

Qwest-CLEC Change Management Process
Retirement of An Existing Application-to-Application OSS Interface
Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Qwest-CLEC Change Management Process
Retirement of An Existing Graphic User Interface
Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

10.0 PRIORITIZATION

Each OSS Interface release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed release capacity, no prioritization for that release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface change requests (CRs). CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 7.0 and 9.0, respectively.

10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface Release Production Date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

10.2 Regulatory and Industry Guideline Change Requests

Regulatory and Industry Guideline changes, are defined in Section 4.0. , Separate procedures are required for prioritization of CRs requesting Regulatory and Industry Guideline changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is Regulatory Change or Industry guideline is set forth in Section 5.1.

Qwest will send CLECs a notice when it posts Regulatory or Industry Guideline CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory and Industry Guideline CRs will also be identified in the CMP Systems Monthly Meeting Distribution Package.

10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, court ruling, . If no time is specified, Qwest will implement the change as soon as practicable.

Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

10.2.2 Industry Guideline Changes

For Industry Guideline changes, Qwest will use the national implementation timeline, if any. If no national implementation timeline is specified, Qwest will implement any related changes as soon as practicable, taking into account the benefit of the guideline change and CLEC input regarding the implementation timeline.

Industry Guideline CRs will be ranked with all other CRs. If the recommended implementation date for a Industry Guideline CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release, unless Qwest and CLECs unanimously agree otherwise.

10.2.3 Regulatory and Industry Guideline Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory or Industry Guideline CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations, as part of the CR review and up to the packaging options, that may affect Qwest's ability to implement the CR in any particular Major Release. At the monthly CMP meeting where the Regulatory or Industry Guideline CR is presented, Qwest will advise CLECs of the possible scheduled releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory or Industry Guideline CR is not included in a prior release, it will be implemented in the latest release specified by Qwest.

10.3 Prioritization Process

10.3.1 Prioritization Review

At the last Monthly Systems CMP Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible[2] for prioritization in a major release. Qwest will distribute all materials five (5) calendar days prior to the prioritization review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization. (see Appendix A - Sample – IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest should have appropriate subject matter experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

The Prioritization Review objectives are to:

- Introduce newly initiated CLEC and Qwest OSS Interface and test environment change requests.
- Allow CLECs and Qwest to prioritize eligible OSS Interface or test environment change requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such change request.

10.3.2 Ranking

Within three (3) business days following the CMP Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking should be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one numbered ranking of the Release Candidate List. The ranking must be submitted by the primary Point of Contact (POC, the secondary POC, or CMP Team Representative). The ranking will be submitted to the Qwest Systems CMP Manager in accordance with the guidelines described in Section 10.2.3 below. Refer to Appendix B: Sample – IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each change request on the Release Candidate List by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value should be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest Systems CMP Manager and the results will be distributed to the CLECs in accordance with the Prioritization Process described in Section 10.2.3 below. Refer to Appendix C – Sample – IMA 11.0 Prioritization List.

10.3.3 Ranking Tabulation

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled CMP Monthly Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced. Qwest will place in order the candidates based on the ranking responses received by the deadline.

10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized release (Section 10.2.4), the prioritization process will be as follows.

- Within three (3) business days following the CMP Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number, from 1-n, corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.

- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two business days following the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-mail the newly resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled CMP Monthly Meeting.

10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS release. This process may be invoked at any time between the prioritization process and the commitment for the release. Qwest will determine its ability to work additional candidates for the release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the candidate may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

The originating CLEC or Qwest will submit a written request to the Qwest Systems CMP Manager indicating that they wish to withdraw the CR. This notification must be sent no later than 21 calendar days prior to the monthly Systems CMP meeting at which the request will be discussed. The written request must contain:

- the CR number
- the CR title
- an explanation of why the originator wishes to withdraw the CR

Within 2 business days after receipt of the request to withdraw the CR the Systems CMP Manager will notify, in writing, all of the CLECs that submitted a prioritization ranking. The subject line will note "INTENT TO WITHDRAW PRIORITIZED CR [number]." The notice will include

- the CR number
- the CR title,
- the ranking that it received from the prioritization,
- the explanation of why the originator wishes to withdraw the CR

If a CLEC or Qwest disagrees with the withdrawal of the CR from the release, they have the option to assume sponsorship of that CR. They may do so by notifying the Systems CMP Manager in writing of their intent to assume sponsorship of the CR within 5 business days after the Systems CMP Manager has sent the intent to withdraw e-mail. If the Systems CMP Manager receives no response within 5 business days, then the CR will be withdrawn. The new status will be reviewed in the next monthly Systems CMP meeting.

10.4 Special Change Request Process (SCRP)

In the event that a Systems CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section.

The SCRP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRP does not supercede the process defined in Section 5.0 (Change Request Initiation Process).

The foregoing process applies to Qwest and CLEC originated CRs. In the event a CR is submitted through this process, Qwest agrees that it will not divert IT resources available to work on the CMP systems CRs, to support the SCRP request. Qwest will have to apply additional resources to, and track, the additional work required for the CR it seeks to implement through the SCRP.

All time intervals within which a response is required from one Party to another under this section are maximum time intervals. Each Party agrees that it will provide all responses in writing to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

10.4.1 SCRP Request From

To invoke the SCRP, the CR originator must send an e-mail to the Qwest CMP SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP FORM"
- CR originator's company name
- CR number and title

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form (See Appendix E)
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

10.4.2 Qwest Acknowledges Receipt with a Confirmation E-mail

Within two (2) business days following receipt of the SCRP e-mail, Qwest will acknowledge receipt of the complete SCRP e-mail with a confirmation e-mail and advise the SCRP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRP e-mail is complete, the confirmation e-mail will include:

- Date and time of receipt of complete SCRP e-mail
- Date and time of confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the Qwest contact assigned to process the SCRP
- Amount of the non-refundable Processing Fee as specified in Section 9.3.8 below.

10.4.3 Process Fee Invoice

Within one (1) business day of sending the confirmation email Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 9.3.8 below.

10.4.4 SCRP Review Meeting

Within ten (10) business days after the confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRP Requestor to review Qwest's analysis of the request.

10.4.5 Preliminary SCRP Quote and Review

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with CRs packaged for the targeted OSS Interface release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
- A description of the work to be performed
- Estimated Development costs with a cap on cost
- Targeted release
- An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor. The SCRP Requestor must comply with payment terms as outlined in Section 9.3.7 before Qwest proceeds with the request.)
- An invoice covering the business and systems requirements analysis
- Payment for this invoice is due no later than 30 calendar days following Qwest written issuance of the Preliminary Quote. Qwest will not proceed with further development in support of the SCRP Request until the business and systems analysis and processing invoices are paid.

The SCRP Requestor has ten (10) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel the SCRP request.

10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to Qwest with the following information:

The subject line of the e-mail message must include:

- "SCRP PRELIMINARY QUOTE ACCEPTED"
- CR originator's company name
- CR number and title

The text of the e-mail message must include:

- Statement of accepting SCRP Preliminary Quote, targeted OSS Interface Release date, and terms and conditions
- CR originator's name, phone number, and e-mail address

10.4.5.2 SCRP Requestor Asks to Change the SCRP Request

If the SCRP Requestor decides to modify the SCRP request after Qwest provides the preliminary SCRP Quote, the requestor must submit a written request for change to the assigned Qwest manager . If changes are acceptable to Qwest, Qwest will notify the SCRP Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRP Quote, if applicable. The SCRP Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRP quote is acceptable, further changes are required, or the SCRP request is cancelled.

10.4.5.3 SCRP Requestor Cancels the SCRP Request

The last point at which a SCRP Request may be cancelled is at the CMP Meeting at which Qwest presents the CRs that Qwest has committed in the release. Otherwise, the request will be implemented with the release and the SCRP Requestor is obligated to pay the full amount of the firm quote consistent with the payment schedule described below in Section 10.3.7.

10.4.6 Firm SCRP Quote and Review

Qwest will provide the SCRP Requestor a final and Firm SCRP Quote after the completion of business requirements, systems requirements and packaging of the OSS Interface Release, and when Qwest commits CRs to the specific OSS Interface Release.

Qwest will send an e-mail to the SCRP Requestor with the following information:

The subject line of the e-mail message must include:

- "FIRM SCRP QUOTE"
- CR originator's company name
- CR number and title

The text of the e-mail message must include:

- Final SCRP quote and terms and conditions
- Committed implementation date, or OSS Interface Release
- Qwest contact name, phone number, and e-mail address

No less than ten (10) days following issuance of the Firm SCRP Quote Qwest will schedule and hold a meeting to review the quote. At this meeting Qwest will review the elements of the Firm Quote and the firm Release Date of the Targeted Release.

10.4.7 Payment Schedule

The SCRP Requestor must pay 50% of the Firm SCRP Quote no more than ten (10) calendar days following the scheduled release date and the remaining 50% of the Firm SCRP Quote within 30 calendar days after the scheduled release date.

10.4.8 Applicable SCRP Charges

This section describes the different costs for a SCRP request.

- Processing Fee – a one-time flat fee that must be paid within 30 calendar days after the Qwest-SCRP Requestor meeting to prepare the SCRP form. This fee is non-refundable and is treated separately from those charges for development and implementation as described under "Charges for the SCRP Request" below.
- Charges for Business and Systems Requirements - These charges include the costs of developing business and systems requirements.
- Charges for the Development of the SCRP Request – These charges, included in the Preliminary and Firm SCRP Quotes, including labor charges, time and capital costs incurred as a result of developing code and performing testing.

11.0 APPLICATION-TO-APPLICATION INTERFACE TESTING

If CLEC is using an application-to-application interface, CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing in production. If multiple CLECs are using a service bureau provider, the service bureau provider need only be certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be certified. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified release of the application-to-application interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel if technically feasible.

New releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the release manager of each release. Notice of the need for re-certification will be provided to CLEC as the new release is implemented. The suite of re-certification test scenarios will be provided to CLEC with the initial and final Technical Specifications. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible. If multiple CLECs are using a service bureau provider, the service bureau provider need only be re-certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified.

Qwest provides a separate Customer Test Environment (CTE) for the testing of transaction based application-to-application interfaces for pre-order, order, and maintenance/repair. The CTE will be developed for each major release and updated for each point release that has changes that were disclosed but not implemented as part of the major release. Qwest will provide test files for batch/file interfaces (e.g. billing). The CTE for Pre-order and Order currently includes:

- Stand Alone Test Environment (SATE)
- Interoperability Testing
- Controlled Production Testing

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides initial implementation testing [intended for those CLECs that are not currently in production or that want to test new ordering or pre-ordering transactions for which they have not been through testing – move to Terms], and migration testing (from one release to the next) for all types of OSS Interface change requests. Controlled Production Testing is also provided for Pre-Order and Order. Such testing provides the opportunity to test the code associated with those OSS Interface exchange requests. The CTE will also provide the opportunity for regression testing of OSS Interface functionality.

11.1 Testing Process

Qwest will send an industry notification, including testing schedules (see Section 8.0 – Changes to Existing OSS Interfaces), to CLECs so they may determine their intent to participate in the test. CLECs wishing to test with Qwest must participate in at least one joint planning session and determine:

- Connectivity (required)
- Firewall and Protocol Testing (required)
- Controlled Production (required)
- Production Turn-up (required)
- Test Schedule (required)

A joint CLEC-Qwest test plan may also include some or all of the following based on type of testing requested:

- Requirements Review
- Test Data Development
- Progression Testing Phase

Qwest will communicate any agreed upon changes to the test schedule. CLECs are responsible for establishing and maintaining connectivity to the CTE.

Provided a CLEC uses the same software components and similar connectivity configuration as it uses in production, the CLEC should, in general, experience response times similar to production. However, this environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering up to but not including the service order processor. Qwest intends to include the service order processor as part of the SATE component of the CTE by the end of May, 2002. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 12.0.

12.0 PRODUCTION SUPPORT

12.1 Notification of Planned Outages

Planned Outages are reserved times for scheduled maintenance to Operations Support Systems (OSS). Qwest sends associated Notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS.
- Description of the scheduled OSS maintenance activity.
- Impact to the CLECs (e.g. geographic area, products affected, system implications, and business implications).
- Scheduled date and scheduled start and stop times.
- Work around, if applicable.
- Qwest contact for more information on the scheduled OSS maintenance activity.

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel within 2 days after the scheduling of the OSS maintenance activity.

12.2 Newly Deployed OSS Interface Release

Following the release production date of an OSS Interface change, Qwest will use production procedures for maintenance of software as outlined below. Problems encountered by the CLEC should be reported to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest. Problems reported will be known as IT Trouble Tickets. A week after the deployment of an IMA Release into production, Qwest will host a conference call with the CLECs to review any identified problems and answer any questions pertaining to the newly deployed software. Qwest will follow CMP process for documenting the meeting (includes issues/action items and status/solution). Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly OSS CMP Meeting.

12.3 Request for a Production Support Change

The IT Help Desk supports Competitive Local Exchange Carriers who have questions regarding connectivity, outputs, and system outages. The IT Help Desk serves as the first point of contact for reporting trouble. If the IT Help Desk is unable to assist the CLEC, it will refer information to the proper subject matter expert, also known as Tier 2 or Tier 3 support, who may call the CLEC directly. Often, however, an IT Help Desk representative will contact the CLEC to provide information or to confirm resolution of the trouble ticket.

Qwest will assign each CLEC-generated and Qwest-generated IT Trouble ticket a Severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be implemented immediately by means of an emergency release of process, software or documentation (known as a patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into

consideration upcoming patches, major releases and point releases and any synergies that exist with work being done in the upcoming patches, major releases and point releases.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign a IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach consensus on resolution of the problem and closing the IT Trouble Ticket. If no consensus is reached, any party may use the Technical Escalation Process. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a patch. Qwest will provide a date for implementation of the patch. This is typically applied to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a patch where synergies exist.
- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.
- Date TBD – to be used when the IT Trouble Ticket is not scheduled to be resolved in a patch or change, but Qwest may resolve in a patch, release, or otherwise, if possible where synergies exist. This disposition is applied to Severity 3 and Severity 4 troubles.

Qwest will track "Date TBD" trouble tickets and report status and resolution of these trouble tickets and associated systems work on its CMP website. The status of these trouble tickets will be regularly discussed in CMP meetings.

For "Date TBD" trouble tickets, either Qwest or a CLEC may initiate the Change Request to correct the problem. (See Section 5.0 for CR Initiation.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the change request.

12.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary

ticket. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

12.4.1 Systems Problem Requiring a Workaround

If a CLEC is experiencing problems with Qwest because of a system "issue", the CLEC will report the trouble to the ITWSHD. The ITWSHD will create a trouble ticket as outlined above.

The ITWSHD Tier 1 will refer the ticket to the IT Tier 2 or 3 resolution process. If, during the resolution process, the Tier 2 or 3 resolution team determines that a workaround is required ITWSHD (with IT Tier 2 or 3 on the line, as appropriate) will contact the CLEC to develop an understanding of how the problem is impacting the CLEC. If requested and available, the CLEC will provide information regarding details of the problem, e.g., reject notices, LSRs, TNs or circuit numbers. Upon understanding the problem, the IT Tier 1 agent, with the CLEC on the line, will contact the ISC Help Desk and open a Call Center Database Ticket. The IT Tier 2 or 3 resolution team along with the WSD Tier 2 team, and other appropriate SMEs, (Resolution Team) will develop a proposed work around. The WSD Tier 2 team will work collaboratively with the CLEC(s) reporting the issue to finalize the work around. The ITWSHD will provide the CLEC and the WSD Tier 2 team with the IT Trouble Ticket number in order to cross-reference it with the Call Center Database Ticket. The ITWSHD will also record the Call Center Database Ticket number on the IT Trouble Ticket. The CLEC will provide both teams with primary contact information. If the CLEC and Qwest cannot agree upon the work around solution, the CLEC can use either the Technical Escalation process or escalate to the WSD Tiers, as appropriate. If a work around is established, see Section 12.8.X. Qwest will use its best efforts to retain the CLEC's requested due dates, regardless of whether a work around is required.

12.5 Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to CLEC(s) and impact to the CLEC's business. The severity level gives restoration or repair priority to problems causing the greatest impact to CLEC(s) or its business.

Guidelines for determining severity levels are listed below. Severity level may be determined by one or more of the listed bullet items under each Severity Level (the list is not exhaustive). Examples of some trouble ticket situations follow. Please keep in mind these are guidelines, and each situation is unique. The IT Help Desk representative, based on discussion with the CLEC, will make the determination of the severity level and will communicate the severity level to the CLEC at the time the CLEC reports the trouble. If the CLEC disagrees with the severity level assigned by the IT Help Desk personnel, the CLEC may escalate using the Technical Escalation Process.

Severity 1: Critical Impact

- Critical.
- High visibility.
- A large number of orders or CLECs are affected.
- A single CLEC cannot submit its business transactions.

- Affects online commitment.
- Production or cycle stopped – priority batch commitment missed.
- Major impact on revenue.
- Major component not available for use.
- Many and/or major files lost.
- Major loss of functionality.
- Problem can not be bypassed.
- No viable or productive work around available.

Examples:

- Major network backbone outage without redundancy.
- Environmental problems causing multiple system failures.
- Large number of service or other work order commitments missed.
- A Software Defect in an edit which prevents any orders from being submitted.

Severity 2: Serious Impact

- Serious.
- Moderate visibility.
- Moderate to large number of CLECs, or orders affected.
- Potentially affects online commitment.
- Serious slow response times.
- Serious loss of functionality.
- Potentially affects production – potential miss of priority batch commitment.
- Moderate impact on revenue.
- Limited use of product or component.
- Component continues to fail. Intermittently down for short periods, but repetitive.
- Few or small files lost.
- Problems may have a possible bypass; the bypass must be acceptable to CLECs.
- Major access down, but a partial backup exists.

Examples:

A single company, large number of orders impacted
Frequent intermittent logoffs.
Service and/or other work order commitments delayed or missed.

Severity 3: Moderate Impact

- Low to medium visibility.
- Low CLEC, or low order impact.
- Low impact on revenue.
- Limited use of product or component.
- Single CLEC device affected.
- Minimal loss of functionality.
- Problem may be bypassed; redundancy in place. Bypass must be acceptable to CLECs.
- Automated workaround in place and known. Workaround must be acceptable to CLECs.

Example:

- Hardware errors, no impact yet.

Severity 4: Minimal Impact

Low or no visibility.
No direct impact on CLEC.
Few functions impaired.
Problem can be bypassed. Bypass must be acceptable to CLECs.

- System resource low; no impact yet.
- Preventative maintenance request.

Examples:

- Misleading, unclear system messages causing confusion for users.
- Device or software regularly has to be reset, but continues to work.

12.6 Status Notification for IT Trouble Tickets

There are two types of status notifications for IT Trouble Tickets:

- Ticket Notifications: for tickets that relate to only one reporting CLEC
- Event Notifications: for tickets that relate to more than one CLEC or for reported troubles that Qwest believes will impact more than one CLEC
- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk. Event Notifications will include ticket status (e.g. open, no change, resolved) and as much of the following information as is known to Qwest at the time the notice is sent:
- Description of the problem
- Impact to the CLECs (e.g. geographic area, products affected, business implications)
- Estimated resolution date and time if known
- Resolution if known
- Severity level
- Trouble ticket number(s), date and time
- Work around if defined, including the Call Center Database Reference Ticket number
- Qwest contact for more information on the problem
- System affected
- Escalation information as available

Both types of notifications will be sent to the CLECs and appropriate Qwest personnel within the time frame set forth in the table below and will include all related system trouble ticket number(s).

12.7 Notification Intervals

Notification Intervals are based on the severity level of the ticket. "Notification Interval for any Change in Status" means that a notification will be sent out within the time specified from the time a change in status occurs. "Notification Interval for No Change in Status" means that a notification will be sent out on a recurring basis within the time specified from the last notification when no change in status has occurred, until resolution. "Notification Interval upon Resolution" means that a notification will be sent out within the time specified from the resolution of the problem.

Notification will be provided during the IT Help Desk normal hours of operation. Qwest will continue to work severity 1 problems outside of Help Desk hours of operation which are Monday-Friday 6:00 a.m. - 8:00 p.m. (MT) and Saturday 7:00 a.m. - 3:00 p.m. (MT), and will communicate with the CLEC(s) as needed. A severity 2 problem may be worked outside the IT Help Desk normal hours of operation on a case-by-case basis.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk.

Severity Level of Ticket	**Notification interval for initial ticket**	**Notification Interval for any Change in Status**	**Notification Interval for No Change in Status**	**Notification Interval upon Resolution**
Severity Level 1	Immediate acceptance	Within 1 hour	1 hour	Within 1 hour
Severity Level 2	Immediate acceptance	Within 1 hour	1 hour	Within 1 hour
Severity Level 3	Immediate acceptance	Within 4 hours	48 hours	Within 4 hours
Severity Level 4	Immediate acceptance	Within 8 hours	48 hours	Within 8 hours

12.8 Process Production Support

Process troubles encountered by CLECs should be reported to the ISC Help Desk (Tier 0). In some cases the Qwest Service Manager (Tier 3) may report the CLEC trouble to the ISC Help Desk. Tier 0 will open a Call Center Database Ticket for all reported troubles.

12.8.1 Reporting Trouble to the ISC

The ISC Help Desk (Tier 0) serves as the first point of contact for reporting troubles that appear process related. Qwest has seven Tiers in Wholesale Service Delivery (WSD) for process Production Support. References to escalation of process Production Support issues means escalation to one of these seven tiers. Contact information is available through the Service Manager (Tier 3). The Tiers in WSD are as follows:

- Tier 0 – ISC Help Desk
- Tier 1 – Customer Service Inquiry and Education (CSIE) Service Delivery Coordinator (SDC)
- Tier 2 – CSIE Center Coaches and Team Leaders, Duty Pager, Process Specialist
- Tier 3 - Service Manager
- Tier 4 – Senior Service Manager
- Tier 5 – Service Center Director
- Tier 6 – Service Center Senior Director

A CLEC may, at any point, escalate to any of the seven Tiers.

If a CLEC is experiencing troubles with Qwest because of a process issue, the CLEC will report the trouble to Tier 0. Tier 0 will attempt to resolve the trouble including determining whether the trouble is a process or systems issue. To facilitate this determination, upon request, the CLEC will provide, by facsimile or email, documentation regarding details of the trouble, e.g., reject notices, LSRs, TNs or circuit numbers if available. Tier 0 will create a Call Center Database Ticket with a two (2) hour response commitment ("out in 2 hour" status), and provide the ticket number to the CLEC. If Tier 0 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4. With respect to whether the trouble is a systems or process issue, a CLEC may escalate to Tier 1 before the Tier 0 follows the process outlined in Section 12.8.4.

If Tier 0 does not determine that the trouble is a systems issue or is not able to resolve the trouble, Tier 0 will offer the CLEC the option of either a warm transfer to Tier 1 (with the CLEC on the line), or have Qwest place the Call Center Database Ticket into the Tier 1 work queue. Tier 1 will then analyze the ticket and attempt to resolve the trouble or determine if the trouble is a systems or a process issue. If the trouble is a process issue, Tier 1 will notify the Tier 2 process specialist. Tier 2 process specialist will notify all call handling centers (Tier 0, Tier 1 and Tier 2 at each center) of the reported trouble and current status. If Tier 1 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4.

The reporting CLEC(s) and Qwest will attempt to reach consensus on resolution of the trouble. This resolution includes identification of processes to handle affected orders reported by the CLEC and orders affected but not reported. If Qwest and the CLEC determine that the trouble

can be resolved in a timely manner, Qwest will status the CLEC every 2 hours by telephone, unless otherwise agreed, until the trouble is resolved to the CLEC's satisfaction. If, at any point, the parties conclude that they are unable to resolve the trouble in a timely manner, the CLEC and Qwest will proceed to develop a work around, as described below. At any point, the reporting CLEC may elect to escalate the issue to a higher Tier.

Except in a work around situation, see Section 12.8.3, once the trouble is resolved and all affected orders have been identified and processed, Qwest will seek CLEC concurrence to close the ticket(s). If no consensus is reached, CLEC may escalate through the remaining Tiers.

After ticket closure, if the CLEC indicates that the issue is not resolved, the CLEC contacts Tier 2 and refers to the applicable ticket number. Tier 2 reviews the closed ticket, opens a new ticket, and cross references the closed ticket.

Qwest will use its best efforts to retain the CLEC's requested due dates.

12.8.2 Multiple Tickets

If one or more CLECs call in multiple tickets, but neither the CLECs nor Qwest recognize that the tickets stem from the same trouble, one or more tickets may be created.

Qwest will attempt to determine if multiple tickets are the result of the same process trouble. Also, after reporting a trouble to Tier 0, a CLEC may determine that the same problem exists for multiple orders and report the association to Tier 0. In either case, when the association is identified, Tier 0 will designate one ticket per CLEC as a primary ticket, cross-reference that CLEC's other tickets to its primary ticket and provide the primary ticket number to that CLEC. Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and Service Managers (Tier 3) of the issue.

Once a primary ticket is designated for a CLEC, the CLEC need not open additional trouble tickets for the same type of trouble. Any additional trouble of the same type encountered by the CLEC may be reported directly to Tier 2 with reference to the primary ticket number.

Qwest will also analyze the issue to determine if other CLECs are impacted by the trouble. If other CLECs are impacted by the trouble, within 3 business hours after this determination, the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Managers (Tier 3) of the issue and the seven digit ticket number for the initial trouble ticket (Reference Ticket). At the same time, Qwest will also communicate information about the trouble, including the Reference Ticket number, to the impacted CLECs through the Event Notification process, as described in Section 12.6. If other CLECs experience a trouble that appears related to the Reference Ticket, the CLECs will open a trouble ticket with Tier 0 and provide the Reference Ticket number to assist in resolving the trouble.

12.8.3 Work Arounds

The reporting CLEC(s) and Qwest will attempt to reach consensus on whether a workaround is required and, if so, the nature of the work around. For example, a work around will provide a

means to process affected orders reported by the CLEC, orders affected but not reported, and any new orders that will be impacted by the trouble. If no consensus is reached, the CLEC may escalate through the remaining Tiers.

If a work around is developed, Tier 1 will advise the CLEC(s) and the Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the work around and the Reference Ticket number. Tier 1 will communicate with the CLEC(s) during this affected order processing period in the manner and according to the notification timelines established in Section 12.8.1. After the work around has been implemented, Tier 1 will contact the CLECs who have open tickets to notify them that the work around has been implemented and seek concurrence with the CLECs that the Call Center Database tickets can be closed. The closed Reference Ticket will describe the work around process. The work around will remain in place until the trouble is resolved and all affected orders have been identified and processed.

Once the work around has been implemented, the associated tickets are closed. After ticket closure, CLEC may continue to use the work around. If issues arise, CLEC may contact Tier 2 directly, identifying the Reference Ticket number. If a different CLEC experiences a trouble that appears to require the same work around, that CLEC will open a Call Center Data base ticket with Tier 0 and provide the Reference Ticket number for the work around.

12.8.4 Transfer Issue from WSD to ITWSHD

CLECs may report issues to the ISC Help Desk (Tier 0) that are later determined to be systems issues. Once the ISC Help Desk or higher WSD Tier determines that the issue is the result of a system error, that Tier will contact the CLEC and ask if the CLEC would like that Tier to contact the ITWSHD to report the system trouble. If the CLEC so requests, the Tier agent will contact the ITWSHD, report the trouble and communicate the Call Center Database Ticket to the ITWSHD agent with the CLEC on the line. The ITWSHD agent will provide the CLEC and the WSD agent with the IT Trouble Ticket number. The IT Trouble Ticket will be processed in accordance with the Systems Production Support provisions of Section 12.0.

12.9 Communications

When Call Center Database and IT Trouble Tickets are open regarding the same trouble, the IT and WSD organizations will communicate as follows. The WSD Tier 2 Process Specialists will be informed of the status of IT Trouble Tickets through ITWSHD system Event Notifications. Additionally, WSD Tier 2 has direct contact with the ITWSHD as a participant on the Resolution Team, as necessary. As the circumstances warrant, the WSD Tier 2 process specialist will advise the call handling centers (Tier 0, Tier 1 and Tier 2 at each center) and the Service Manager (Tier 3) of the information pertinent to ongoing resolution of the trouble.

13.0 TRAINING

Qwest will incorporate all substantive changes to existing Graphical User Interfaces (GUI), including the introduction of new GUI, into CLEC training programs. Qwest will execute CLEC training for pre-order, ordering, billing, and maintenance and repair GUI.

13.1 Introduction of a New GUI

Qwest will include a CLEC training schedule with the Introduction of a New GUI Release Notification issued no less than forty-five (45) calendar days prior to the Release Production date. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production Date. Web based training will remain available for the life of the release.

13.2 Changes to an Existing GUI

Qwest will include a CLEC training schedule with the Draft Release Notes issued no less than twenty-eight (28) calendar days prior to the Release Production date. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production date. Web based training will remain available for the life of the release.

CEMR training will not be available before the release but will be conducted for 90 days in the live environment after the Release Production date.

13.3 Product and Process Introductions and Changes

Qwest may offer CLEC training for product and process introductions and changes based on the complexity of the introduction or change. This training is offered in many forms, but is most commonly offered in the following delivery methods: web-based, instructor-led, job aids, or conference calls.

14.0 ESCALATION PROCESS

14.1 Guidelines

- The escalation process will include items that are defined as within the CMP scope.
- The decision to escalate is left to the discretion of the CLEC, based on the severity of the missed or unaccepted response/resolution.
- Escalations may also involve issues related to CMP itself, including the administration of the CMP.
- The expectation is that escalation should occur only after change management procedures have occurred per the CMP.

14.2 Cycle

Item must be formally escalated as an e-mail sent to the Qwest CMP escalation e-mail address, http://www.qwest.com/wholesale/cmp/escalations_dispute.html.

- Subject line of the escalation e-mail must include:
- CLEC Company name
- "ESCALATION"
- Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
- Description of item being escalated
- History of item
- Reason for Escalation
- Business need and impact
- Desired CLEC resolution
- CLEC contact information including Name, Title, Phone Number, and e-mail address
- CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation email does not contain the following specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included. When the escalation email is complete, the acknowledgement email will include:
- Date and time of escalation receipt
- Date and time of acknowledgement email
- Name, phone number and email address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP web site within 1 business day of receipt of the complete escalation or response.
- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation must submit an e-mail notification to the escalation URL within one (1) business day of the mail out. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION"
- Qwest will respond with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
- For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail,.

- For all other escalations, fourteen (14) calendar days after sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to the CMP.

15.0 DISPUTE RESOLUTION PROCESS

CLECs and Qwest will work together in good faith to resolve any issue brought before the CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below: Item must be formally noticed as an e-mail sent to the Qwest CMP Dispute Resolution e-mail address, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Subject line of the e-mail must include:

- CLEC Company name
- "Dispute Resolution"
- Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
- Description of item
- History of item
- Reason for Escalation
- Business need and impact
- Desired CLEC resolution
- CLEC contact information including Name, Title, Phone Number, and e-mail address
- Qwest will acknowledge receipt of the complete Dispute Resolution e-mail within one (1) business day
- Qwest or any CLEC may suggest that the issue be resolved through an Alternative Dispute Resolution (ADR) process, such as arbitration or mediation using the American Arbitration Association (AAA) or other rules. If the parties agree to use an ADR process and agree upon the process and rules to be used, including whether the results of the ADR process are binding, the dispute will be resolved through the agreed-upon ADR process.
- Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission's established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or the CLECs.

This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time.

16.0 EXCEPTION PROCESS

Qwest and CLECs recognize the need to allow occasional exceptions to the CMP described herein. Extenuating circumstances affecting Qwest or the CLECs may warrant deviation from the CMP. An exception request will be addressed on a case-by-case basis where Qwest and CLECs may decide to handle the exception request outside of the established CMP. An exception request must be presented to the CMP community for acceptance in accordance with this section to determine if the request shall be treated as an exception.

16.1 Exception Initiation and Acknowledgement

If Qwest or a CLEC wishes that any request within the scope of CMP be handled on an exception basis, the party who makes such a request will issue an exception request ("Exception Request") by email to the CMP Manager. Exception Requests will be submitted on a CR form. If the proposed change would not normally be submitted as a CR, the requestor must complete the following sections of the form: date submitted, company, originator, proprietary (if applicable), optional available dates/times for meetings, area of request, description of exception requested. The description of the exception must contain the information listed in Section 1.1.1.

16.1.1 Requestor Submits An Exception Request by Email to CMP Manager

The Exception Requestor must send an email to the CMP Manager with "EXCEPTION" in the subject line. The text of the request must contain the following information:

- Change Request number of an existing Change Request or a completed Change Request form (See Section 5.0)
- Description of the request with good cause for seeking an exception
- Desired outcome, (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- Whether the Requestor wishes to have the request considered at the next monthly CMP meeting, or requests an emergency call/meeting pursuant to Section 16.2 prior to the next monthly CMP meeting
- If a CLEC requests an emergency call/meeting, the CLEC should indicate whether it desires a pre-meeting with Qwest, including the CLEC's desire to have certain Qwest subject matter experts attend the pre-meeting and/or emergency call/meeting.

16.1.2 Tracking of An Exception Request

Exception Requests will be identified by adding the suffix "EX" to the CR number.

Within one (1) business day after receipt of an Exception Request, Qwest's CMP Manager will acknowledge receipt of the Exception Request by email to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an emergency call/meeting and pre-meeting will be scheduled. If an emergency call/meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

16.2 Emergency Call/Meeting Notice to Discuss Exception Request

Within three (3) business days after acknowledging receipt of the request, if an emergency call/meeting is requested, the CMP Manager will issue a notice to the CMP community for an

emergency call/meeting (the "Exception Meeting Notice"). The emergency call/meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than five (5) business days after issuance of the Exception Meeting Notice. The subject line of the Exception Meeting Notice must uniquely identify this as an exception.

The content of the Exception Meeting Notice will include:

- Requestor
- Logistics for call/meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- A clear statement that a decision is required to accept, or decline this request as an Exception on this emergency call/meeting.

16.2.1 Pre-Meeting

If a pre-meeting is requested, Qwest shall conduct such a meeting with the Exception Requestor, Qwest SMEs, and specially requested Qwest personnel, or equivalent, prior to holding the Emergency call/meeting. The purpose of the pre-meeting is to enable Qwest to understand the request, to determine the additional subject matter experts to invite to participate on the Emergency call/meeting and to commence development of a proposal to address the Exception Request.

16.2.2 Conduct Emergency Call/Meeting

Qwest will conduct the Emergency call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.1. If the vote is in favor of an exception, the parties will agree to and document a schedule for subsequent activities.

Qwest will write, distribute and post minutes no later than 5 business days after the Emergency call/meeting. The minutes will include the disposition and schedule of the Exception Request.

16.3 Notice of Exception Request Discussion and Vote At Upcoming CMP Meeting

If an Emergency call/meeting is not requested by the Exception Requestor, Qwest will notify within 3 business days after acknowledging receipt of the request the CLEC community by email that an Exception Request has been received by the CMP Manager. The subject line of the notice shall identify that this is an exception request ("EXCEPTION"). The notice content shall include:

- Requestor
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)

- Supporting documentation
- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming CMP meeting

16.4 Discussion and Vote Taken At the CMP Meeting

If an Emergency call/meeting is not requested, Qwest will note on the agenda of the next CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the CMP meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.1. If the vote is in favor of an exception, the parties will agree to and document a schedule for subsequent activities.

16.4.1 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Emergency Call/Meeting, if one is held (See Section 1.2.1). If an Emergency Call/Meeting is not held, the vote will be taken at the CMP Meeting (See Section 1.4). The standards for determining whether a request should be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines without setting forth specific dates, a two-thirds majority vote will be required.
- If the Exception Request is for changes to CMP timelines and sets forth specific dates for completion of tasks, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrate, with substantiating information, that one of the criteria for denial set forth in Sections 5.1.3 or 5.3 is legitimately applicable. If one of the criteria for denial will cause such an exception request to be rejected, the requestor may withdraw the specific dates from its exception request at the meeting where it is discussed, in order to have the two thirds majority vote apply to the request.
- If the Exception Request seeks to alter any part of the CMP other than the established timelines, unanimous agreement will be required.

Voting will be conducted pursuant to Section 17.0. The votes called for above are taken only to determine whether the Exception Request will be handled on an exception basis. The requesting party may still pursue its desired change through the established CMP.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

16.5 Exception Request Disposition Notification

Qwest will issue a disposition notification within five (5) business days after the close of the Emergency call/meeting, or the CMP Meeting, at which the vote was taken. The disposition notification will be posted on the web site.

16.6 Processing of the Exception Disposition

If the outcome of the vote is to treat the proposed change as an Exception, then Qwest may proceed with the agreed to disposition and schedule. If the outcome of the vote is not to treat the proposed change as an Exception, the Originator may withdraw the Exception designation and continue to pursue its change under the established CMP. The Originator of the change may also withdraw the change and discontinue pursuit of the requested change.

17.0 VOTING

When a vote is called, Qwest and CLECs will follow the procedures described below.

The appropriate Qwest CMP Manager will schedule and hold a discussion call/meeting (if not pursuant to a Monthly CMP Meeting), issue an agenda with any supporting material, and conduct the vote as described below on the open issue. The agenda will be distributed and posted on the web site in advance of the call/meeting as also described below.

The results of the vote will be published, using the voting tally form (refer to Appendix F).

A vote of 51% or more of the Voters in favor of (or against) a proposal shall constitute a Majority in this CMP.

17.1 Voter

A Voter is any of the POCs designated under Section 2.2. Additionally, any CLEC POC may designate another member of its company or a third party as an interim POC to vote, for a specific vote, in the absence of the primary, secondary, and tertiary POCs. A third party vote must be accompanied by one of the following two valid forms of documentation (e-mail authorization or Letter of Authorization (LOA)). The e-mail must be sent to the CMP Manager no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- "Voting Proxy"

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

17.2 Participation in the Vote

Any Carrier that is authorized to provide local exchange service in any one of Qwest's 14-state region may qualify as a Voter.

A Voter may participate in the vote in person, over the phone, or via e-mail ballot, as described in Section 17.4.3.

17.2.1 A Carrier Is Entitled To A Single Vote

Each Carrier (Qwest or CLEC) is entitled to a single vote regardless of any affiliates. For example, at the time of this writing, WorldCom has several local exchange entities throughout the Qwest region (e.g., MFS, Brooks Fiber, MCI Metro, etc.). WorldCom would be entitled to one vote for all of these affiliates.

17.3 Notification of Vote

Qwest will notify CLECs by email within one (1) business day after determining that a vote on a specific issue must occur. This notification will in no event be less than five (5) business days before the call. The subject line of notice will be identified as "VOTE REQUIRED/Title of Issue." Within one (1) business day after issuing the notice, the notice and any supporting material will be posted on the web site.

17.3.1 Notification Content

When a notification is issued, the notification will be issued as a CMP notification and will consist of:

- a description of the issue and reason for calling a vote
- date and time of the voting call/meeting
- bridge number for the voting call, or logistics for the meeting
- supporting material, if any
- the deadline date and time for submitting e-mail votes

17.4 Voting Procedures

17.4.1 Quorum

At any CMP call/meeting where a vote is to be taken, a quorum of Carriers, as described in Section 17.2.1, (Qwest and CLEC) must be present. A quorum will be established as follows:

- Qwest and CLECs will determine the average number of Carriers (including Qwest) at the last six days of Monthly CMP Meetings, excluding the highest and lowest attendance numbers (e.g. add the number of Carriers at the remaining four meetings and divide by four) ("Average Number of Carriers").
- If 62.5% or more of the Average Number of Carriers is present, a quorum has been established. For purposes of establishing a quorum, a Carrier not participating in the meeting is considered present if it submitted an e-mail vote by the time designated in the notification of vote.
- When calculating the average number of Carriers and establishing quorum, Qwest will round to the nearest whole number; i.e., Qwest will round a number ending in 0.5 and above to the higher whole number, and round a number ending below 0.5 to the lower whole number.

If a quorum is not present at a call/meeting when a vote is scheduled to be taken, the vote shall be postponed until such time as a quorum is established.

In the case of an Exception request, if a quorum is not established at the emergency meeting, the vote shall be postponed for three (3) business days for a second emergency meeting. At the second emergency meeting, a vote will be taken regardless of whether a quorum is established. Prior to the second emergency meeting, Qwest will distribute a notification stating that at this meeting a vote will take place regardless of whether a quorum is established, and that votes will be accepted in accordance with Sections 17.1 and 17.4.1.

17.4.2 Casting Votes

Once a quorum is established, Qwest will call out Voters to place their vote. The vote will be either a "Yes," "No" or "Abstain." Qwest will read out all e-mail ballots submitted pursuant to Section 17.4.3.

17.4.3 E-mail Ballots

CLECs wishing to e-mail their vote to Qwest may do so by sending an e-mail to the Qwest CMP Manager, cmpcr@qwest.com. E-mail votes will only be accepted, and included in the tally of the votes, if received at least two hours prior to the call/meeting.

The subject line of the e-mail must include the following:

- "CLEC BALLOT"
- CLEC Name
- Representative Name

The body of the e-mail must include the following:

- CLEC Name
- Representative Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- CLEC vote

If a meeting is scheduled for a vote but a vote is not taken, e-mailed votes will be discarded. In addition, CLECs who submitted votes by e-mail will be notified that no vote was taken, their votes were discarded, and that the vote may be taken again at a later date.

In the event a CLEC is present to vote, after submitting an e-mail ballot, such CLEC may cast its vote at the call/meeting regardless of the e-mail ballot.

17.4.4 Voting Tally Form

The Voting Tally Form serves as a collective record of the individual company vote. The results of the tally will be included in the meeting minutes as an attached document.

The form will include the following information:

- *Name of Call/Meeting*: The name of the call/meeting
- *Date of Vote*: The date of occurrence
- *Subject*: The topic or issue that is causing the vote
- *Voting Carrier*: The Carrier's company name
- *Voting Participant*: Write the name of the Voter that participates in a 'vote' and how the vote was cast: in person, by phone or by email
- *Yes*: Place an 'X' in box if agreed with proposed plan
- *No*: Place an "X" in box if party disagrees with proposed plan
- *Abstain*: Any participant may abstain to place a vote by placing an "X" in the box
- *Result*: Qwest shall record the results of the vote in this box

Qwest will announce the results of the vote, by an e-mail notification, no later than three (3) business days following the call/meeting. The result will be included in meeting minutes and posted on the web site.

APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	Ranking Note
Category A: Not Rank Eligible											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard Intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Long Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable.	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
Category B: Above the Line											
1	SCR013002-6	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Unbundled Loop and Local Number Portability Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
2	SCR013002-7	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Resale POTS Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
1	24652	IMA Common	9/28/01	Qwest	Presented	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
2	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM

Assigned Point Value (see instructions)	#	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max
	1	24652	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Qwest	IMA Common	Unbundled PID/PBX Trunk Port	Medium	751	3000
	2	25091	DSL Flowthrough - Re-Branding	Qwest	IMA Common	DSL	Large	3001	5500
	3	26636	Shared Loop Enhancements	Qwest	IMA Common	Shared Loop	Medium	751	3000
	4	30212	Add New UNE-P PAL to IMA	Qwest	IMA Common	UNE-P PAL	Large	3001	5500
	5	30215	Wholesale Local Exchange Freeze Based on CSRs	Qwest	IMA Common	All	Large	3001	5500
	6	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000
	7	5043011	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Eschelon	IMA GUI	All Products	Medium	751	3000
	8	5043076	Create a separate field for line numbers in EDI responses	Eschelon	IMA EDI		Large	3001	5500
	9	5206704	Add OCn capable loop LSR to IMA	ELI	IMA Common	DS1, DS3 & OCn Loop Orders	Large	3001	5500
	10	5405937	CLECs require availability to view completed LSR information in IMA GUI	Verizon	IMA GUI	Resale	Large	3001	5500
	11	5498578	Ability to send dual CFA information on an LSR for HDSL orders	WorldCom	IMA Common	HDSL	Small	201	750
	12	SCR010902-1	Limited IMA GUI Access for Pre-Order Transactions Only	McLeodUSA	IMA GUI	All	Medium	751	3000
	13	SCR012202-1	Incorrect Consolidation of DR5 USOC in IMA	Qwest	IMA Common	ISDN PRI	Medium	751	3000
	14	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000
	15	SCR013002-4	Revision of TOS field in IMA	Qwest	IMA GUI	UNE-P, Resale	Medium	751	3000
	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST

RANK	TOTAL POINT VALUE	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max	Original List #
1	251	SCR013102-15	LSOG 6 - Upgrade Field Numbering and Naming to Existing Qwest Forms & EDI Maps **(FOUNDATION CANDIDATE) (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than all other LSOG 6 Change Requests)**	Qwest	IMA Common	All Products	Extra Large	5501	8000	32
2	231	SCR013002-8	*Flowthrough on Sup 2 Category Due Date*	Qwest	IMA Common	All Products except Designed Products	Large	3001	5500	17
3	227	SCR101901-1	Allow customers to move and change local service providers at the same time. **(NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than #26)**	Eschelon	IMA Common	Centrex Resale, UNE-P	Extra Large	5500	8000	35
4	214	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000	6
5	211	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000	14

APPENDIX D: CHANGE REQUEST FORM – AS OF 05/01/02

CHANGE REQUEST FORM

CR # _____ **Status:** _____

Originated By: Date Submitted: _____

Company: _____ Internal Ref# _____

Originator: _____, _____, _____ /

Name, Title, and email/phone#

Proprietary for submission to Account Manager Only? Please click appropriate box.

☐ Yes ☐ No

Optional -Available Dates/Time for Clarification Meeting
1.
2.
3.
4.

Area of Change Request: Please click appropriate box and fill out the section below.

☐ Product/Process ☐ System

Title of Change:

Description of Change:

Expected Deliverables:

OPTIONAL - THIS SECTION TO BE COMPLETED FOR PRODUCT & PROCESS CHANGES

Products Impacted: Please Click all appropriate boxes and also list specific products within product group, if applicable.

☐ Ancillary _____
- ☐ LIDB _____
- ☐ 8XX _____
- ☐ 911 _____
- ☐ Calling Name _____
- ☐ SS7 _____

☐ AIN _____

☐ DA _____

☐ Operation Services _____

☐ INP / LNP _____

☐ Centrex _____

☐ Collocation _____
- ☐ Physical

☐ LNP _____

☐ Private Line _____

☐ Resale _____

☐ Switched Service _____

☐ UDIT _____

☐ Unbundled Loop _____

☐ UNE _____
- ☐ Switching _____
- ☐ Transport (Include EUDIT) _____
- ☐ Loop _____
- ☐ UNE-P _____
- ☐ EEL (UNE-C) _____
- ☐ Other _____

☐ Virtual
☐ Adjacent
☐ ICDF Collocation
☐ Other _____

☐ Enterprise Data Source

☐ Other _____

☐ Wireless
☐ LIS / Interconnect
☐ EICT
☐ Tandem Trans. / TST
☐ DTT / Dedicated Transport
☐ Tandem Switching
☐ Local Switching

OPTIONAL - THIS SECTION TO BE COMPLETED IF REQUESTING A PROCESS CHANGE

Area Impacted: Please click appropriate box.

☐ Pre-Ordering
☐ Ordering
☐ Billing
☐ Maintenance / Repair
☐ Provisioning
☐ Other _____

OPTIONAL - THIS SECTION TO BE COMPLETED IF REQUESTING A SYSTEM CHANGE

OSS Interfaces Impacted: Please click all appropriate boxes.

☐ CEMR
☐ EXACT
☐ Directory Listing
☐ IMA EDI
☐ IMA GUI
☐ HEET
☐ MEDIACC
☐ Product Database
☐ SATE
☐ Other _____
☐ TELIS
☐ Wholesale Billing Interface

Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By

Enter the date the CR is being submitted to the Qwest CMP Manager.
Enter Company's name and Submitter's name, title, and email/Phone#.
Optional – identify potential available dates Submitter is available for a Clarification Meeting.
Optional – enter a Company Internal Reference No. to be identified.

Proprietary Submission

If the CR is proprietary (i.e., confidential) and is meant to be directed only to your account manager and not flow through the CMP, then select "Yes". If the CR is not proprietary and is meant to flow through the CMP, then select "No". If this field is left blank, the default will be "No".

Area of Change Request

- Select the type of CR that is being submitted (Product, Process, or Systems).

Title of Change

- Enter a title for this CR. This should concisely describe the CR in a single sentence.

Description of Change

- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need. Also include the business benefit of this request.

Expected Deliverables

Enter the desired outcome required of Qwest (e.g. revised process, clarification, improved communication, etc.).

Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional

- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM

SAMPLE

Qwest Wholesale Change Management Process (CMP)

Special Change Request Process (SCRP) Form

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRP does not supercede the process defined in Section 5.0 of the Qwest Wholesale Change Management Process Document.

The information requested on this form is essential for Qwest to evaluate your invocation of the Special Change Request Process (SCRP). Specific timeframes for evaluating your request are identified in the Special Change Request section of the Qwest Wholesale Change Management Process Document.

Complete the application form in full, using additional pages as necessary, and then submit the form to cmpesc@qwest.com. All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: _____ Email Address: _____

Company Name: _____

Address: _____

_____

Primary Technical Contact

Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Primary Billing Contact

Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Date of Request:_____

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRP:

_____

2. Provide reason for invoking the SCRP.

_____

_____

3. Provide proposed release to include CR in or proposed implementation date.

_____

_____

4. Provide any additional information that you feel would assist Qwest in preparing the SCRP quote.

_____

_____

5. List contact information for any other companies joining in the SCRP.

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Please submit this form to Qwest in the following manner:

Send an e-mail to the Qwest CMP SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP FORM"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

APPENDIX F: CLEC-QWEST VOTING TALLY FORM

Name of Call/Meeting:	
Date of Vote:	

Subject:	

Voting Carrier	Voting Participant (in person, by phone, or by email)	Vote		
		YES	NO	Abstain

Result:	

DEFINITION OF TERMS

Term	Definition
CLEC	A telecommunications provider that has authority to provide local exchange telecommunications service on or after February 8, 1996, unless such provider has been declared an Incumbent Local Exchange Carrier under the Federal Telecommunications Act of 1996.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Design, Development, Notification, Testing, Implementation and Disposition	Design: To plan out in a systematic way. Design at Qwest includes the Business Requirements Document and the Systems Requirements Document. These two documents are created to define the requirements of a Change Request (CR) in greater detail such that programmers can write system software to implement the CR. Development: The process of writing code to create changes to a computer system or sub system software that have been documented in the Business Requirements and Systems Requirements. Notification: The act or an instance of providing information. Various specific notifications are documented throughout the CMP. Notifications apply to both Systems and Product & Process changesTesting: The process of verifying that the capabilities of a new software Release were developed in accordance with the Technical Specifications and performs as expected. Testing would apply to both Qwest internal testing and joint Qwest/CLEC testing. Implementation: The execution of the steps and processes necessary in order to make a new release of a computer system available in a particular environment. These environments are usually testing environments or production environments. Disposition: A final settlement as to the treatment of a particular Change Request.
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the

Term	Definition
	document version number, change effective date, description of change, affected section name and number, reason for change, and any related CR or notification number.
OSS Interface	Existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users.
OSS Application to Application Interface Testing Controlled Production Testing	Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and complies with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up.
Initial Implementation Testing	This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities.
Interoperability Testing Environment	A production copy of IMA. It interfaces directly with Qwest's production systems for pre-order and order processing. As a result, all interoperability pre-order queries and order transactions are subjected to the same edits as production orders. A CLEC uses account data valid in Qwest production systems for creating scenarios on Qwest-provided templates, obtains approval on these scenario templates, and then submits a minimum set of test scenarios for all transactions it wishes to perform in production. Interoperability testing provides CLECs with the opportunity to validate technical development efforts and to quantify processing results.
Level of Effort	Estimated range of hours required to implement a Change Request
Migration Testing	Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one release to a subsequent release of a specific OSS Interface.
Regression Testing	Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions.

Term	Definition
	Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.
Release • Major Release • Point Release • Patch Release	A Release is an implementation of changes resulting from a CR or production support issue for a particular OSS Interface There are three types of releases for IMA.: • Major Release may be CLEC impacting (to systems code and CLEC operating procedures) via EDI changes, GUI changes, technical changes, or all. Major Releases are the primary vehicle for implementing systems Change Requests of all types (Regulatory, Industry Guideline, CLEC-originated and Qwest-originated). • Point Release may not be CLEC code impacting, but may affect CLEC operating procedures. The point release is used to fix bugs introduced in previous releases, technical changes, make changes to the GUI, and/or deliver enhancements to IMA disclosed in a major release that could not be delivered in the timeframe of the major release. • Patch Release is a specially scheduled system change for the purpose of installing the software required to resolve an issue associated with a trouble ticket.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS interface.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/EDI edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Technical Specifications	Detailed documentation that contains all of the information that a CLEC will need in order to build a particular release of an OSS

Term	Definition
	application-to-application interface. Technical Specifications include: • A chapter for each transaction or product which includes a business (OBF forms to use) description, a business model (electronic transactions needed to complete a business function), trading partner access information, mapping examples, data dictionary Technical Specification Appendices for IMA include: • Developer Worksheets • IMA Additional Edits (edits from backend OSS systems) • Developer Worksheets Change Summary (field by field, release by release changes) • EDI Mapping and Code Conversion Changes (release by release changes) • Facility Based Directory Listings • Generic Order Flow Business Model The above list may vary for non-IMA application to application interfaces
Version	A version is the same as an OSS Interface Release (Major or Point Release)

RESERVED FOR FUTURE USE

Exhibit I
Individual Case Basis

1. This Agreement contains references to both ICB rates and ICB intervals. The purpose of this exhibit is to identify how CLEC's ICB requests – whether they be for rates or intervals – are processed through and by Qwest.

2. ICB Rate Intervals

2.1 For those products and services identified in the SGAT that contain a provision for ICB rates, Qwest will provide CLEC with a written quote of the ICB rate within twenty (20) business days unless a specific interval for providing the quote is either contained in the SGAT or this Exhibit.

2.2 The purpose of this subsection is to identify those circumstances when the generic twenty (20) business day interval in the aforementioned subsection to this Exhibit does not apply. In these specified circumstances, Qwest shall provide CLEC with an ICB quote within the stated specific intervals:

2.2.1 Quotes for all Bona Fide Requests (BFR) shall be provided in accord with Section 17.

2.2.2 Quotes for all Special Request Processes (SRP) shall be provided in accord with Exhibit F.

2.2.3 Quotes for all collocation requests, regardless of the type of collocation, shall be provided in accord with the Section 8 interval.

2.2.4 Quotes for all Field Connection Point requests shall be provided in accord with Section 9.3.

2.2.5 Quotes for all Advanced Intelligent Network (AIN) requests shall be provided in accord with Section 9.

2.3 Upon request, Qwest shall provide CLEC with Qwest's supporting cost data and/or cost studies for the Unbundled Network Element or service that CLEC wishes to order within seven (7) business days, except where Qwest cannot obtain a release from its vendors within seven (7) business days, in which case Qwest will make the data available as soon as Qwest receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Qwest shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Qwest shall request the release of

vendor cost information when Qwest communicates with the vendor(s) when Qwest seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Qwest under the non-disclosure sections of this Agreement.

3. ICB Provisioning Intervals

3.1 For those products and services provided pursuant to this SGAT that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within twenty (20) business days of receipt of the order, request or application.

3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, the Qwest representative, authorized to commit to intervals, shall meet with CLEC's representative within seven (7) business days of receipt of the request from CLEC to negotiate intervals.

Exhibit J
Election of Reciprocal Compensation Option

Pursuant to the election in this Exhibit J of this Agreement, the Parties agree to exchange (§251(b)(5)) Traffic, per section 7.3.4.4 at:

CLEC must select either 1. OR 2.

1. The rates applicable to §251(b)(5) Traffic between Qwest and CLEC shall be the same as the rates established in ISP-bound traffic pursuant to Section 7.3.6.2.3. Such rate for ISP-bound traffic will apply to §251(b)(5) Traffic in lieu of End Office Call Termination rates, and Tandem Switched Transport rates.
Signature _____

2. Compensation rate for §251(b)(5) Traffic shall be as established by the Commission. The Parties shall cooperate in establishing a process by which §251(b)(5) Traffic and ISP-bound traffic will be identified in order to compensation one another at the appropriate rates and in an prompt manner (See §7.3.6).
Signature _____

When the FCC ordered rate for ISP-bound traffic is applied to (§251(b)(5)) Traffic, the FCC Ordered ISP rate is used in lieu of End Office call termination and Tandem Switched Transport rate elements.

Exhibit K

PERFORMANCE ASSURANCE PLAN

1.0 Introduction

1.1 As set forth in this Agreement, Qwest and CLEC voluntarily agree to the terms of the following Performance Assurance Plan ("PAP"), prepared in conjunction with Qwest's application for approval under Section 271 of the Telecommunications Act of 1996 (the "Act") to offer in-region long distance service.

2.0 Plan Structure

2.1 The PAP is a two-tiered, self-executing remedy plan. CLEC shall be provided with Tier 1 payments if, as applicable, Qwest does not provide parity between the service it provides to CLEC and that which it provides to its own retail customers, or Qwest fails to meet applicable benchmarks.

2.1.1 As specified in section 7.0, if Qwest fails to meet parity and benchmark standards on an aggregate CLEC basis, Qwest shall make Tier 2 payments to a Fund administered by the state regulatory commission or, if required by existing law, to the state general fund.

2.2 As specified in sections 6.0 and 7.0 and Attachments 1 and 2, payment is generally on a per occurrence basis, (i.e., a set dollar payment times the number of non-conforming service events). For the performance measurements which do not lend themselves to per occurrence payment, payment is on a per measurement basis, (i.e., a set dollar payment). The level of payment also depends upon the number of consecutive months of non-conforming performance, (i.e., an escalating payment the longer the duration of non-conforming performance).

2.3 Qwest shall be in conformance with the parity standard when service Qwest provides to CLEC is equivalent to that which it provides meet the benchmark. Percentage benchmarks will be adjusted to round the allowable number of misses up or down to the closest integer, except when a benchmark standard and low CLEC volume are such that a 100% performance result would be required to meet the standard and has not been attained. In such a situation, the determination of whether Qwest meets or fails the benchmark standard will be made using performance results for the month in question, plus a sufficient number of consecutive months so that a 100% performance result would not be required to meet the standard. For purposes of section 6.2, a meet or fail determined by this procedure shall count as a single month to its retail customers. The PAP relies upon statistical scoring to determine whether any difference between CLEC and Qwest performance results is significant, that is, not attributable to simple random variation. Statistical parity shall exist when performance results for CLEC and for Qwest retail

analogue result in a z-value that is no greater than the critical z-values listed in the Critical Z-Statistical Table in section 5.0

2.4 For performance measurements that have no Qwest retail analogue, agreed upon benchmarks shall be used. Benchmarks shall be evaluated using a "stare and compare" method. For example, if the benchmark is for a particular performance measurement is 95% or better, Qwest performance results must be at least 95% to

3.0 Performance Measurements

3.1 The performance measurements included in the PAP are set forth in Attachment 1. Each performance measurement identified is defined in the Performance Indicator Definitions ("PIDs") developed in the ROC Operational Support System ("OSS") collaborative, and which are included in the SGAT at Exhibit B. The measurements have been designated as Tier 1, Tier 2, or both Tier 1 and Tier 2 and given a High, Medium, or Low designation.

4.0 Statistical Measurement

4.1 Qwest uses a statistical test, namely the modified "z-test," for evaluating the difference between two means (i.e., Qwest and CLEC service or repair intervals) or two percentages (e.g., Qwest and CLEC proportions), to determine whether a parity condition exists between the results for Qwest and the CLEC(s). The modified z-tests shall be applicable if the number of data points are greater than 30 for a given measurement. For testing measurements for which the number of data points are 30 or less, Qwest will use a permutation test to determine the statistical significance of the difference between Qwest and CLEC.

4.2 Qwest shall be in conformance when the monthly performance results for parity measurements (whether in the form of means, percents, or proportions and at the equivalent level of disaggregation) are such that the calculated z-test statistics are not greater than the critical z-values as listed in Table 1, section 5.0.

4.3 Qwest shall be in conformance with benchmark measurements when the monthly performance result equals or exceeds the benchmark, if a higher value means better performance, and when the monthly performance result equals or is less than the benchmark if a lower value means better performance.

The formula for determining parity using the modified z-test is:

$$z = DIFF / \sigma_{DIFF}$$

Where:

$$DIFF = M_{Qwest} - M_{CLEC}$$

M_{QWEST} = Qwest average or proportion

M_{CLEC} = CLEC average or proportion

σ_{DIFF} = square root □$\sigma^{□}$Qwest (1/ n $_{CLEC}$ + 1/ n $_{Qwest}$)]

σ^2_{Qwest} = calculated variance for Qwest

n_{Qwest} = number of observations or samples used in Qwest measurement

n_{CLEC} = number of observations or samples used in CLEC measurement

The modified z-tests will be applied to reported parity measurements that contain more than 30 data points.

In calculating the difference between Qwest and CLEC performance, the above formula applies when a larger Qwest value indicates a better level of performance. In cases where a smaller Qwest value indicates a higher level of performance, the order is reversed, i.e., M_{CLEC} - M_{QWEST}.

4.3.1 For parity measurements where the number of data points is 30 or less, Qwest will apply a permutation test to test for statistical significance. Permutation analysis will be applied to calculate the z-statistic using the following logic:

Calculate the modified z-statistic for the actual arrangement of the data
Pool and mix the CLEC and Qwest data sets
Perform the following 1000 times:
Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, and one reflecting the remaining data points, (which is equal to the size of the original Qwest data set or n_{QWEST}).
Compute and store the modified z-test score (Z_S) for this sample.
Count the number of times the z-statistic for a permutation of the data is greater than the actual modified z- statistic
Compute the fraction of permutations for which the statistic for the rearranged data is greater than the statistic for the actual samples

If the fraction is greater than α, the significance level of the test, the hypothesis of no difference is not rejected, and the test is passed. The α shall be .05 when the critical z value is 1.645 and .15 when the critical z value is 1.04.

5.0 Critical Z-Value

5.1 The following table shall be used to determine the critical z-value that is referred to in section 6.0. It is based on the monthly business volume of the CLEC for the particular performance measurements for which statistic testing is being performed.

TABLE 1: CRITICAL Z-VALUE

CLEC volume (Sample size)	LIS Trunks, UDITs, Resale, UBL-DS1 and DS-3	All Other
1-10	1.04*	1.645
11-150	1.645	1.645
151-300	2.0	2.0
301-600	2.7	2.7
601-3000	3.7	3.7
3001 and above	4.3	4.3

* The 1.04 applies for individual month testing for performance measurements involving LIS trunks and DS-1 and DS-3 that are UDITs, Resale, or Unbundled Loops. The performance measurements are OP-3d/e, OP-4d/e, OP-5a, OP-6-4/5, MR-5a/b, MR-7d/e, and MR-8.
For purposes of determining consecutive month misses, 1.645 shall be used. Where performance measurements disaggregate to zone 1 and zone 2, the zones shall be combined for purposes of statistical testing.

6.0 Tier 1 Payments to CLEC

6.1 Tier 1 payments to CLEC shall be made solely for the performance measurements designated as Tier 1 on Attachment 1. The payment amount for non-conforming service varies depending upon the designation of performance measurements as High, Medium, and Low and the duration of the non-conforming service condition as described below. Non-conforming service is defined in section 4.0.

6.1.1 Determination of Non-Conforming Measurements: The number of performance measurements that are determined to be non-conforming and, therefore, eligible for Tier 1 payments, are limited according to the critical z-value shown in Table 1, section 5.0. The critical z-values are the statistical standard that determines for each CLEC performance measurement whether Qwest has met parity. The critical z-value is selected from Table 1 according to the monthly CLEC volume for the performance measurement. For instance, if the CLEC sample size for

that month is 100, the critical z-value is 1.645 for the statistical testing of that parity performance measurement.

6.2 Determination of the Amount of Payment: Tier 1 payments to CLEC, except as provided for in sections 6.3 and 10.0, are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value. Payments will be made on either a per occurrence or per measurement basis, depending upon the performance measurement, using the dollar amounts specified in Table 2 below. The dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low and escalate depending upon the number of consecutive months for which Qwest has not met the standard for the particular measurement.

6.2.1 The escalation of payments for consecutive months of non-conforming service will be matched month for month with de-escalation of payments for every month of conforming service. For example, if Qwest has four consecutive monthly "misses" it will make payments that escalate from month 1 to month 4 as shown in Table 2. If, in the next month, service meets the standard, Qwest makes no payment. A payment "indicator" de-escalates down from month 4 to month 3. If Qwest misses the following month, it will make payment at the month 3 level of Table 2 because that is where the payment "indicator" presently sits. If Qwest misses again the following month, it will make payments that escalate back to the month 4 level. The payment level will de-escalate back to the original month 1 level only upon conforming service sufficient to move the payment "indicator" back to the month 1 level.

6.2.2 For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to a CLEC in a single month shall not exceed the amount listed in Table 2 below for the "Per Measurement" category. For those performance measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Payments," payment to a CLEC will be the amount set forth in Table 2 below under the section labeled "per measurement."

TABLE 2: TIER-1 PAYMENTS TO CLEC

Per Occurrence							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$150	$250	$500	$600	$700	$800	$100
Medium	$ 75	$150	$300	$400	$500	$600	$100
Low	$ 25	$ 50	$100	$200	$300	$400	$100

Per Measurement Cap							
Measurement Group	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Each following month after Month 6 add
High	$25,000	$50,000	$75,000	$100,000	$125,000	$150,000	$25,000
Medium	$10,000	$20,000	$30,000	$ 40,000	$ 50,000	$ 60,000	$ 10,000
Low	$ 5,000	$10,000	$15,000	$ 20,000	$ 25,000	$ 30,000	$ 5,000

6.3 For collocation, CP-2 and CP-4 performance measurements shall be relied upon for delineation of collocation business rules. For purposes of calculating Tier 1 payments, collocation jobs and collocation feasibility studies that are later than the due date will have a per day payment applied according to Table 3. The per day payment will be applied to any collocation job in which the feasibility study is provided or the collocation installation is completed later than the scheduled date. The calculation of the payment amount will be performed by applying the per day payment amounts as specified in Table 3. Thus, for days 1 through 10, the payment is $150 per day. For days 11 through 20, the payment is $300 per day and so on.

TABLE 3: TIER-1 COLLOCATION PAYMENTS TO CLECS

Days Late	Completion Date	Feasibility Study
1 to 10 days	$150/day	$45/day
11 to 20 days	$300/day	$90/day
21 to 30 days	$450/day	$135/day
31 to 40 days	$600/day	$180/day
More than 40 days	$1,000/day	$300/day

6.4 A minimum payment calculation shall be performed at the end of each year for each CLEC with annual order volumes of no more than 1,200. The payment shall be calculated by multiplying $2,000 by the number of months in which at least one payment was made to the CLEC. To the extent that the actual CLEC payment for the year is less than the product of the preceding calculation, Qwest shall make an additional payment equal to the difference.

7.0 Tier 2 Payments to the State

7.1 Payments to the State shall be limited to the performance measurements designated in section 7.4 for Tier 2 per measurement payments and in Attachment 1 for per occurrence payments and which have at least 10 data points each month for

the period payments are being calculated. Similar to the Tier 1 structure, Tier 2 measurements are categorized as High, Medium, and Low and the amount of payments for non-conformance varies according to this categorization.

7.2 Determination of Non-Conforming Measurements: The determination of non-conformance will be based upon the aggregate of all CLEC data for each Tier 2 performance measurement. Non-conforming service is defined in section 4.2 (for parity measurements) and 4.3 (for benchmark measurements), except that a 1.645 critical z-value shall be used for all parity measurements but MR-2 and OP-2. The critical z-value is the statistical standard that determines for each performance measurement whether Qwest has met parity.

7.3 Determination of the Amount of Payment: Except as provided in section 7.4, Tier 2 payments are calculated and paid monthly based on the number of performance measurements exceeding the critical z-value, identified in section 7.2, in a single month. Payment will be made on either a per occurrence or per measurement basis, whichever is applicable to the performance measurement, using the dollar amounts specified in Table 4 or Table 5 below. Except as provided in section 7.4, the dollar amounts vary depending upon whether the performance measurement is designated High, Medium, or Low.

7.3.1 For those Tier 2 measurements listed on Attachment 2 as "Performance Measurements Subject to Per Measurement Caps," payment to the State in a single month shall not exceed the amount listed in Table 4 for the "Per Measurement" category.

TABLE 4: TIER-2 PAYMENTS TO STATE FUNDS

Per Occurrence

Measurement Group	
High	$500
Medium	$300
Low	$200

Per Measurement/Cap

Measurement Group	
High	$75,000
Medium	$30,000
Low	$20,000

7.4 Performance Measurements Subject to Per Measurement Payment: The following Tier 2 performance measurements shall have their performance results measured on a region-wide (14 state) basis. Failure to meet the performance standard, therefore, will result in a per measurement payment in each of the Qwest in-region 14 states adopting this PAP. The performance measurements are:

GA-1: Gateway Availability - IMA-GUI
GA-2: Gateway Availability - IMA-EDI
GA-3: Gateway Availability – EB-TA
GA-4: System Availability – EXACT
GA-6: Gateway Availability – GUI-Repair
PO-1: Pre-Order/Order Response Times
OP-2: Call Answered within Twenty Seconds – Interconnect Provisioning Center
MR-2: Calls Answered within Twenty Seconds – Interconnect Repair Center
PO-20: Manual Service Order Accuracy

GA-1 has three sub-measurements: GA-1A, GA-1B, and GA-1C. PO-1 shall have two sub-measurements: PO-1A and PO-1B. PO-1A and PO-1B shall have their transaction types aggregated together. PO-20 shall have two product disaggregations – Resale POTS / UNE-P (POTS) and Unbundled Loops (Analog and Non-Loaded 2-Wire).

For these measurements, Qwest will make a Tier 2 payment based upon monthly performance results according to Table 5: Tier 2 Per Measurement Payments to State Funds.

TABLE 5: TIER-2 PER MEASUREMENT PAYMENTS TO STATE FUNDS

Measurement	Performance	State Payment	14 State Payment
GA-1,2,3,4,6	1% or lower	$1,000	$14,000
	>1% to 3%	$10,000	$140,000
	>3% to 5%	$20,000	$280,000
	>5%	$30,000	$420,000
PO-1	2 sec. Or less	$1,000	$14,000
	>2 sec. to 5 sec.	$5,000	$70,000
	>5 sec. to 10 sec.	$10,000	$140,000
	>10 sec.	$15,000	$210,000
OP-2/MR-2	1% or lower	$1,000	$14,000
	>1% to 3%	$5,000	$70,000
	>3% to 5%	$10,000	$140,000
	>5%	$15,000	$210,000
PO-20			
- Resale POTS /	1% or lower	$500	$7,000
UNE-P (POTS)	>1% to 3%	$2,500	$35,000

	>3% to 5%	$5,000	$70,000
	>5%	$7,500	$105,000
- Unbundled Loops	1% or lower	$500	$7,000
(Analog and 2-Wire	>1% to 3%	$2,500	$35,000
Non-Loaded)	>3% to 5%	$5,000	$70,000
	>5%	$7,500	$105,000

7. 5 Payment of Tier 2 Funds: Payments to a state fund shall be used for any purpose determined by the Commission that is allowed to it by state law. If the Commission is not permitted by state law to receive or administer Tier 2 payments, payments shall be made to the state general fund or to such other source as may be provided for under state law.

8.0 Step by Step Calculation of Monthly Tier 1 Payments to CLEC

8.1 Application of the Critical Z-Values: Qwest shall identify the Tier 1 parity performance measurements that measure the service provided to CLEC by Qwest for the month in question and the critical z-value from Table 1 in section 5.0 that shall be used for purposes of statistical testing for each particular performance measurement. The statistical testing procedures described in section 4.0 shall be applied. For the purpose of determining the critical z-values, each disaggregated category of a performance measurement is treated as a separate sub-measurement. The critical z-value to be applied is determined by the CLEC volume at each level of disaggregation or sub-measurement.

8.2 Performance Measurements for which Tier 1 Payment is Per Occurrence:

8.2.1 Performance Measurements that are Averages or Means:

8.2.1.1 Step 1: For each performance measurement, the average or the mean that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.1.2 Step 2: The percentage differences between the actual averages and the calculated averages shall be calculated. The calculation is % diff = (CLEC result – Calculated Value)/Calculated Value.

8.2.1.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the percentage calculated in the previous step and the per occurrence dollar amounts from the Tier 1 Payment Table shall determine the payment to the CLEC for each non-conforming performance measurement.

8.2.2 Performance Measurements that are Percentages:

8.2.2.1 Step 1: For each performance measurement, the percentage that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z- statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.2.2 Step 2: The difference between the actual percentages for the CLEC and the calculated percentages shall be determined.

8.2.2.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference in percentage calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.2.3 Performance Measurements that are Ratios or Proportions:

8.2.3.1 Step 1: For each performance measurement the ratio that would yield the critical z-value shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

8.2.3.2 Step 2: The absolute difference between the actual rate for the CLEC and the calculated rate shall be determined.

8.2.3.3 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step, and the per occurrence dollar amount taken from the Tier 1 Payment Table, to determine the payment to the CLEC for each non-conforming performance measurement.

8.3 Performance Measurements for which Tier 1 Payment is Per Measure:

8.3.1 For each performance measurement where Qwest fails to meet the standard, the payment to the CLEC shall be the dollar amount shown on the "per measure" portion of Table 2: Tier 1 Payments to CLEC.

9.0 Step by Step Calculation of Monthly Tier 2 Payments to State Funds

9.1 Application of the Critical Z-Values: Qwest shall identify the Tier 2 parity performance measurements that measure the service provided to all CLECs by Qwest for the month in question. The statistical testing procedures described in section 4.0 shall be applied, except that a 1.645 critical z-value shall be used for all parity measurements except MR-2 and OP-2. If Qwest misses a performance

standard and there are at least 10 data points for the performance measurement, a Tier 2 payment will be calculated and paid as described below and will continue in each succeeding month until Qwest's performance meets the applicable standard.

9.2 Performance Measurements for which Tier 2 Payment is Per Occurrence:

9.2.1 Performance Measurements that are Averages or Means:

9.2.1.1 Step 1: The monthly average or the mean for each performance measurement that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.2.1.2 Step 2: The percentage difference between the actual averages and the calculated averages for each month shall be calculated . The calculation for parity measurements is % diff = (actual average – calculated average)/calculated average.

9.2.1.3 Step 3: For each performance measurement, the total number of data points for the non-conforming month shall be multiplied by the percentage calculated in the previous step and multiplied by the result of the per occurrence dollar amount taken from the Tier 2 Payment Table to determine the payment to the State for each non-conforming performance measurement.

9.3 Performance Measurements that are Percentages:

9.3.1 Step 1: For each performance measurement, the monthly percentage that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.3.1.2 Step 2: The difference between the actual percentages and the calculated percentages for the non-conforming month shall be calculated. The calculation for parity measurement is diff = (CLEC result – calculated percentage). This formula shall be applicable where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.3.1.3 Step 3: For each performance measurement, the total number of data points for the non-conforming month shall be multiplied by the difference in percentage calculated in the previous step and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.4 Performance Measurements that are Ratios or Proportions:

9.4.1 Step 1: For each performance measurement, the ratio that would yield the critical z-value for each month shall be calculated. The same denominator as the one used in calculating the z-statistic for the measurement shall be used. (For benchmark measurements, the benchmark value shall be used.)

9.4.1.1 Step 2: The difference between the actual rate for the CLEC and the calculated rate for the non-conforming month shall be calculated. The calculation is: diff = (CLEC rate – calculated rate). This formula shall apply where a high value is indicative of poor performance. The formula shall be reversed where high performance is indicative of good performance.

9.4.1.2 Step 3: For each performance measurement, the total number of data points shall be multiplied by the difference calculated in the previous step for the non-conforming month and multiplied by the result of the per occurrence dollar amounts taken from the Tier 2 Payment Table to determine the payment to the State.

9.5 Performance Measurements for which Tier 2 Payment is Per Measure:

9.5.1 For each performance measurement where Qwest fails to meet the standard, the payment to the State Fund shall be the dollar amount shown on the "per measure" portion of the Tier 2 Payment Table.

10.0 Low Volume, Developing Markets

10.1 For certain qualifying performance standards, if the aggregate monthly volumes of CLECs participating in the PAP are more than 10, but less than 100, Qwest will make Tier 1 payments to CLECs for failure to meet the parity or benchmark standard for the qualifying performance sub-measurements. The qualifying sub-measurements are the UNE-P (POTS), megabit resale, and ADSL qualified loop product disaggregation of OP-3, OP-4, OP-5a, MR-3, MR-5, MR-7, and MR-8. If the aggregate monthly CLEC volume is greater than 100, the provisions of this section shall not apply to the qualifying performance sub-measurement.

10.2 The determination of whether Qwest has met the parity or benchmark standards will be made using aggregate volumes of CLECs participating in the PAP. In the event Qwest does not meet the applicable performance standards, a total payment to affected CLECs will be determined in accordance with the high, medium, low designation for each performance measurement (see Attachment 1) and as described in section 8.0, except that CLEC aggregate volumes will be used. In the event the calculated total payment amount to CLECs is less than $5,000, a minimum payment of $5,000 shall be made. The resulting total payment amount to CLECs will

be apportioned to the affected CLECs based upon each CLEC's relative share of the number of total service misses.

10.3 At the six (6)-month reviews, Qwest will consider adding to the above list of qualifying performance sub-measurements, new products disaggregation representing new modes of CLEC entry into developing markets.

11.0 Payment

11.1 Payments to CLEC, the State, or the Special Fund shall be made one month following the due date of the performance measurement report for the month for which payment is being made. Qwest will pay interest on any late payment and underpayment at the prime rate as reported in the Wall Street Journal. On any overpayment, Qwest is allowed to offset future payments by the amount of the overpayment plus interest at the prime rate.

11.2 Payment to CLEC shall be made via bill credits. Bill credits shall be identified on a summary format substantially similar to that distributed as a prototype to the CLECs and the Commissions. To the extent that a monthly payment owed to CLEC under this PAP exceeds the amount owed to Qwest by CLEC on a monthly bill, Qwest will issue a check or wire transfer to CLEC in the amount of the overage. Payment to the State shall be made via check or wire transfer.

11.3 Upon the execution of a memorandum of understanding with the South Dakota Commission, a South Dakota Special Fund and a South Dakota Discretionary Fund shall be created for the purposes and in accordance with section 11.0. The South Dakota Commission shall authorize disbursement of funds. All claims against the funds shall be presented to the Commission and shall be the responsibility of the South Dakota Commission.

11.3.1 Qwest shall establish the South Dakota Special Fund and the South Dakota Discretionary Fund as separate interest bearing escrow accounts. Upon Qwest receiving effective section 271 authority from the FCC for the state of South Dakota, the Commission shall determine and direct Qwest to deposit into the South Dakota Special Fund either 1) one-fifth of all Tier 1 payments that exceed the month 1 payment amounts in Table 2 and one-third of all Tier 2 payments or 2) 50% of all Tier 2 payments. Qwest shall deposit any other Tier 2 payments into the South Dakota Discretionary Fund. The costs of the escrow accounts will be paid for from the accounts' funds.

11.3.2 The South Dakota Special Fund shall be created to pay the independent auditor and audit costs for the purpose of regional or state audits as specified in section 15.1 or, and to pay expenses incurred by the Commission in participating in any regional review of the PIDs. Disbursements from the South Dakota Special Fund

shall first be from Tier 2 funds and second from Tier 1 funds. Not less than every two years, Tier 1 funds that are not needed to meet the continuing obligations of the Special Fund shall be returned on a pro-rata basis to CLECs, including any interest not used for fund administration. Other than the transfer of funds allowed in section 11.3.2.1, disbursements from the South Dakota Discretionary Fund shall be for, but not limited to, South Dakota telecommunications initiatives. Any excess funds in the South Dakota Special Fund may be transferred to the South Dakota Discretionary Fund at the Commission's discretion.

11.3.2.1 If the South Dakota Commission chooses not to participate in the regional audit pursuant to section 15.1 and the account balance of the South Dakota Special Fund escrow account is less than $50,000 at the time of any state audit described in section 15.1, a transfer of funds from the South Dakota Discretionary Fund to the South Dakota Special Fund shall be allowed in the amount necessary to bring the South Dakota Special Fund balance to $50,000.

11.3.3 Notwithstanding the provisions herein, Qwest shall advance sufficient funds to any consolidated Special Fund established by participating states, set up for the purpose of a regional audit as specified in sections 15.1, not to exceed $200,000 (or $500,000 in the event 6 or more states participate in the regional audit) in order to meet initial claims against that Fund to the extent that contributions from Tier 1 and/or Tier 2 payments are insufficient. Qwest shall be allowed to recover any such advances plus interest at the rate that such an escrow account would have earned from future Tier 2 payments.

12.0 Cap on Tier 1 and Tier 2 Payments

12.1 There shall be a cap on the total payments made by Qwest for a 12-month period beginning with the effective date of the PAP for the State of South Dakota. The annual cap for the State of South Dakota shall be 36% of the prior year's ARMIS Net Return, or $15,000,000, whichever is greater, subject to any applicable adjustments permitted pursuant to section 12.2. Qwest shall submit to the Commission the calculation of each year's cap no later than 30 days after submission of ARMIS results to the FCC. CLEC agrees that this amount constitutes a maximum annual cap that shall apply to the aggregate total of Tier 1 liquidated damages, including any such damages paid pursuant to this Agreement, any other interconnection agreement, or any other payments made for the same underlying activity or omission under any other contract, order or rule and Tier 2 assessments or payments made by Qwest for the same underlying activity or omission under any other contract, order or rule.

12.2 If Qwest payments equal or exceed the annual cap for two years in a row or equal or exceed 1/3rd of the annual cap in a combination of two consecutive months, the Commission shall have the authority to open a proceeding to request Qwest to explain the non-conforming performance and show that it did not result from Qwest's failure to act in a prudent manner to avoid reasonably foreseeable consequences.

The Commission may raise the cap to the amount which Qwest would have paid in the higher of the prior two years, may ask the Federal Communication Commission ("FCC") to halt Qwest's in-region interLATA long distance marketing authority for a particular interval, or may take other appropriate action.

12.3 If the annual cap is reached, each CLEC shall, as of the end of the plan year, be entitled to receive the same percentage of its total calculated Tier 1 payments. In order to preserve the operation of the annual cap, the percentage of equalization shall take place as follows:

12.3.1 The amount by which any month's total year-to-date Tier 1 and Tier 2 payments exceeds the cumulative monthly cap (defined as $1/12^{th}$ of the annual cap times the cumulative number of months to date) shall be calculated and apportioned between Tier 1 and Tier 2 according to the percentage that each bore of total payments for the year-to-date. The Tier 1 apportionment resulting of this calculation shall be known as the "Tracking Account."

12.3.2 The Tier 1 apportionment shall be debited against the monthly payment due to each CLEC, by applying to the year-to-date payments received by each the percentage necessary to generate the required total Tier 1 amount.

12.3.3 The Tracking Amount shall be apportioned among all CLECs so as to provide each with payments equal in percentage of its total year to date Tier 1 payment calculations.

12.3.4 This calculation shall take place in the first month that the year-to-date total Tier 1 and Tier 2 payments are expected to exceed the cumulative monthly cap and for each month of that year thereafter. Qwest shall recover any debited amounts by reducing payments due to any CLEC for that month and any succeeding months, as necessary.

13.0 Limitations

13.1 The PAP shall not become available in the State unless and until Qwest receives effective section 271 authority from the FCC for that State.

13.2 Qwest will not be liable for Tier 1 payments to CLEC in an FCC approved state until the Commission has approved an interconnection agreement between CLEC and Qwest which adopts the provisions of this PAP.

13.3 Qwest shall not be obligated to make Tier 1 or Tier 2 payments for any measurement if and to the extent that non-conformance for that measurement was the result of any of the following: 1) with respect to performance measurements with a benchmark standard, a Force Majeure event as defined in section 5.7 of the SGAT. Qwest will provide notice of the occurrence of a Force Majeure event within 72 hours

of the time Qwest learns of the event or within a reasonable time frame that Qwest should have learned of it; 2) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with Qwest or under federal or state law; an act or omission by CLEC that is in bad faith. Examples of bad faith conduct include, but are not limited to: unreasonably holding service orders and/or applications, "dumping" orders or applications in unreasonably large batches, "dumping" orders or applications at or near the close of a business day, on a Friday evening or prior to a holiday, and failing to provide timely forecasts to Qwest for services or facilities when such forecasts are explicitly required by the SGAT; 3) problems associated with third-party systems or equipment, which could not have been avoided by Qwest in the exercise of reasonable diligence, *provided, however*, that this third party exclusion will not be raised in the State more than three times within a calendar year. If a Force Majeure event or other excusing event recognized in this section merely suspends Qwest's ability to timely perform an activity subject to a performance measurement that is an interval measure, the applicable time frame in which Qwest's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.

13.3.1 Qwest will not be excused from Tier 1 or Tier 2 payments for any reason except as described in Section 13.0. Qwest will have the burden of demonstrating that its non-conformance with the performance measurement was excused on one of the grounds described in this PAP. A party may petition the Commission to require Qwest to deposit disputed payments into an escrow account when the requesting party can show cause, such as grounds provided in the Uniform Commercial Code for cases of commercial uncertainty.

13.3.2 Notwithstanding any other provision of this PAP, it shall not excuse performance that Qwest could reasonably have been expected to deliver assuming that it had designed, implemented, staffed, provisioned, and otherwise provided for resources reasonably required to meet foreseeable volumes and patterns of demands upon its resources by CLECs.

13.4 Qwest's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating in whole or in part to the same performance.

13.4.1 CLEC may not use: 1) the existence of this enforcement plan; or 2) Qwest's payment of Tier –1 "liquidated damages" or Tier 2 "assessments" as evidence that Qwest has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. Qwest's conduct underlying its performance measures, however are not made inadmissible by its terms.

13.4.2 By accepting this performance remedy plan, CLEC agrees that Qwest's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. (Nothing herein is intended to preclude Qwest from introducing evidence of any Tier 1 "liquidated damages" under these provisions for the purpose of offsetting the payment against any other damages or payments a CLEC might recover.) The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether Qwest has met or continues to meet the requirements of section 271 of the Act.

13.5 By incorporating these liquidated damages terms into the PAP, Qwest and CLEC accepting this PAP agree that proof of damages from any non-conforming performance measurement would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damages that may result from a non-conforming performance measurement. Qwest and CLEC further agree that Tier 1 payments made pursuant to this PAP are not intended to be a penalty. The application of the assessments and damages provided for herein is not intended to foreclose other non-contractual legal and non-contractual regulatory claims and remedies that may be available to a CLEC.

13.6 This PAP contains a comprehensive set of performance measurements, statistical methodologies, and payment mechanisms that are designed to function together, and only together, as an integrated whole. To elect the PAP, CLEC must adopt the PAP in its entirety in its interconnection agreement with Qwest in lieu of other alternative standards or relief. Where alternative standards or remedies for Qwest's wholesale performance are available under rules, orders, or contracts, including interconnection agreements, CLEC will be limited to either PAP standards and remedies or the standards and remedies available under rules, orders or contracts and CLECs choice of remedies shall be specified in its interconnection agreement.

13.7 Any liquidated damages payment by Qwest under these provisions is not hereby made inadmissible in any proceeding related to the same conduct where Qwest seeks to offset the payments against any other damages a CLEC may recover; whether or not the nature of the damages sought by the CLEC is such that an offset is appropriate will be determined in the relevant proceeding.

13.8 To the extent Qwest believes that some Tier 2 payments required to be made under this PAP would duplicate payments that have been assessed by or on behalf of the Commission pursuant to any service quality rules or Commission orders, Qwest may make such Tier 2 payments to a special interest bearing escrow account and then dispute the payments before the South Dakota Commission. If Qwest can show that the payments relate to the same underlying activity or omission, it may retain the Tier 2 payments and any interest accrued on such payments.

13.9 Whenever a Qwest Tier 1 payment to an individual CLEC exceeds $3 million in a month, Qwest may commence a proceeding to demonstrate why it should not be required to pay any amount in excess of the $3 million. Upon timely commencement of the proceeding, Qwest must pay the balance of payments owed in excess of $3 million into escrow, to be held by a third-party pending the outcome of the proceeding. To invoke these escrow provisions, Qwest must file, not later than the due date of the Tier 1 payments, its application. Qwest will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to make the payments in excess of $3 million. If Qwest reports non-conforming performance to CLEC for three consecutive months on 20% or more of the measurements reported to CLEC and has incurred no more than $1 million in liability to CLEC, then CLEC may commence a similar proceeding. In any such proceeding CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires Qwest to make payments in excess of the amount calculated pursuant to the terms of the PAP. The disputes identified in this section shall be resolved in a manner specified in the Dispute Resolution section of the SGAT with the CLEC.

13.10 Any payments made by Qwest as a result of the PAP should not: 1) be included as expenses in any Qwest revenue requirement, or 2) be reflected in increased rates to CLECs for services and facilities provided pursuant to Section 251(c) of the Telecommunication Act of 1996 and priced pursuant to Section 252(d) of the Telecommunications Act of 1996.

13.11 This Exhibit K may be assigned as a part of any agreement to which SGAT Section 5.12.1 is applicable.

14.0 Reporting

14.1 Upon receiving effective section 271 authority from the FCC for a state, Qwest will provide CLEC that has an approved interconnection agreement with Qwest, a monthly report of Qwest's performance for the measurements identified in the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of compliance with its reporting obligations before the expiration of the five business day grace period. Qwest will collect, analyze, and report performance data for the measurements listed on Attachment 1 in accordance with the most recent version of the PIDs. Upon CLEC's request, data files of the CLEC's raw data, or any subset thereof, will be transmitted, without charge, to CLEC in a mutually acceptable format, protocol, and transmission medium.

14.2 Qwest will also provide the Commission a monthly report of aggregate CLEC performance results pursuant to the PAP by the last day of the month following the month for which performance results are being reported. However, Qwest shall have a grace period of five business days, so that Qwest shall not be deemed out of

compliance with its reporting obligations before the expiration of the five business day grace period. Individual CLEC reports of participating CLECs will also be available to the Commission upon request. By accepting this PAP, CLEC consents to Qwest providing CLEC's report and raw data to the State Commission. Pursuant to the terms of an order of the Commission, Qwest may provide CLEC-specific data that relates to the PAP, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable Commission procedures and further provided that Qwest provides such notice as the Commission directs to the CLEC involved, in order to allow it to prosecute such procedures to their completion. Data files of participating CLEC raw data, or any subset thereof, will be transmitted, without charge, to the Commission in a mutually acceptable format, protocol, and transmission form.

14.3 In the event Qwest does not provide CLEC and the Commission with a monthly report by the last day of the month following the month for which performance results are being reported, Qwest will pay to the State a total of $500 for each business day for which performance reports are 6 to 10 business days past the due date; $1,000 for each business day for which performance reports are 11 to 15 business days past the due date; and $2,000 for each business day for which performance results are more than 15 business days past the due date. If reports are on time but are missing performance results, Qwest will pay to the State a total of one-fifth of the late report amount for each missing performance measurement, subject to a cap of the full late report amount. These amounts represent the total payments for omitting performance measurements or missing any report deadlines, rather than a payment per report. Prior to the date of a payment for late reports, Qwest may file a request for a waiver of the payment, which states the reasons for the waiver. The Commission may grant the waiver, deny the waiver, or provide any other relief that may be appropriate.

14.4 To the extent that Qwest recalculates payments made under this PAP, such recalculation shall be limited to the preceding three years (measured from the later of the provision of a monthly credit statement or payment due date). Qwest shall retain sufficient records to demonstrate fully the basis for its calculations for long enough to meet this potential recalculation obligation. CLEC verification or recalculation efforts should be made reasonably contemporaneously with Qwest measurements. In any event, Qwest shall maintain the records in a readily useable format for one year. For the remaining two years, the records may be retained in archived format. Any payment adjustments shall be subject to the interest rate provisions of section 11.1.

15.0 Integrated Audit Program/Investigations of Performance Results

15.1 Audits of the PAP shall be conducted under the auspices of the Commission in accordance with a detailed audit plan developed by an independent auditor and approved

by the Commission. The Commission shall select the independent auditor with input from Qwest and the CLECs. The Commission will determine, based upon requests and upon its own investigation, which results and/or measures should be audited. The Commission may, at its discretion, conduct audits through participation in a collaborative process with other states.

15.1.1 The initial audit plan shall be conducted over two years, with audit periods subsequent to the initial audit to be determined by the Commission. The Commission will determine the scope of and procedure for the audit plan, which, at a minimum, will identify the specific performance measurements to be audited, the specific tests to be conducted, and the entity to conduct them. The initial audit plan will give priority to auditing the higher risk areas identified in the Final OSS Report.

15.1.2 The Commission will attempt to coordinate its audit plan with other audit plans that may be conducted by other state commissions so as to avoid duplication. The audit shall be conducted so as not to impede Qwest's ability to comply with the other provisions of the PAP and should be of a nature and scope that it can be conducted in accordance with the reasonable course of Qwest's business operations.

15.1.3 Any dispute arising out of the audit plan, the conduct of the audit, or audit results shall be resolved by the Commission.

15.2 Qwest must report to the Commission monthly any changes it makes to the automated or manual processes used to produce performance results including data collection, generation, and reporting. The reports must include sufficient detail to enable the parties to understand the scope and nature of the changes.

15.3 In the event of a disagreement between Qwest and CLEC as to any issue regarding the accuracy or integrity of data collected, generated, and reported pursuant to the PAP, Qwest and the CLEC shall first consult with one another and attempt in good faith to resolve the issue. If an issue is not resolved within 45 days after a request for consultation, CLEC and Qwest may, upon a demonstration of good cause (e.g., evidence of material errors or discrepancies), request an independent audit to be conducted, at the initiating party's expense. The independent auditor will assess the need for an audit based upon whether there exists a material deficiency in the data or whether there exists an issue not otherwise addressed by the audit plan for the current cycle. The Commission will resolve any dispute by any party questioning the independent auditor's decision to conduct or not conduct a CLEC requested audit and the audit findings, should such an audit be conducted. Audit findings will include: (a) general applicability of findings and conclusions (i.e., relevance to CLECs or jurisdictions other than the ones causing test initiation), (b) magnitude of any payment adjustments required and, (c) whether cost responsibility should be shifted based upon the materiality and clarity of any Qwest non-conformance with measurement requirements (no pre-determined variance is appropriate, but should be based on the auditor's professional judgment). CLEC may not request an

audit of data more than three years from the later of the provision of a monthly credit statement or payment due date.

15.4 Expenses for the audit of the PAP and any other related expenses incurred by the Commission, except that which may be assigned under section 15.3, shall be paid first from the Tier 2 funds in the Special Fund. If no Special Fund is in existence or Tier 2 funds are not otherwise sufficient to cover audit costs in whole or in part, the Commission will develop an additional funding method that will include contributions from CLECs' Tier 1 payments and from Qwest.

15.5 Any party may petition the Commission to request that Qwest investigate any consecutive Tier 1 miss or any second consecutive Tier 2 miss to determine the cause of the miss and to identify the action needed in order to meet the standard set forth in the performance measurements. Qwest will report the results of its investigation to the Commission, and to the extent an investigation determines that a CLEC was responsible in whole or in part for the Tier 2 misses, Qwest may petition the Commission to request that it receive credit against future Tier 2 payments in an amount equal to the Tier 2 payments that should not have been made. Qwest may also request that the relevant portion of subsequent Tier 2 payments will not be owed until any responsible CLEC problems are corrected. For the purposes of this sub-section, Tier 1 performance measurements that have not been designated as Tier 2 will be aggregated and the aggregate results will be investigated pursuant to the terms of this agreement.

16.0 Reviews

16.1 Every six (6) months beginning six months after the effective date of 271 approval by the FCC for the state of South Dakota, Qwest, CLECs, and the Commission shall participate in a review of the performance measurements to determine whether the measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by standards; and whether to move a classification of a measurement to High, Medium, or Low or Tier 1 to Tier 2. Criteria for review of performance measurement, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. After the Commission considers changes proposed in the six month review process, it shall determine what, if any, changes shall be made by Qwest. The Commission retains its independent authority under state law to initiate a proceeding to review the PAP at any time and to order changes to any provisions of the PAP, after notice and hearing, and consistent with due process and other rights of all parties. No new performance measurements shall be added to the PAP that have not been subject to observation as a diagnostic measurement for a period of six (6) months, unless ordered otherwise by the Commission. Any changes made pursuant to this section shall apply to and modify this agreement.

16.1.1 Notwithstanding section 16.1, if any agreements on adding, modifying, deleting, performance measurements as permitted by section 16.1 are reached between Qwest and CLECs participating in an industry Regional Oversight Committee (ROC) PID administration forum, those agreements shall be incorporated into the QPAP and modify the agreement between CLEC and Qwest at any time those agreements are submitted to and approved by the Commission, whether before or after a six-month review.

16.1.2 Nothing in this PAP precludes the Commission from modifying the PAP based upon its independent state law authority, subject to judicial challenge. Nothing in this PAP constitutes a grant of authority by either party to this agreement nor does it constitute a waiver by either party to this agreement of any claim either party may have that the Commission lacks jurisdiction to make any modifications to this PAP, including any modifications resulting from the process described in Section 16.0.

16.2 Two years after the effective date of the first FCC 271 approval of the PAP, the Commission, by itself or in conjunction with other state commissions, may conduct a review by a independent third party to examine the continuing effectiveness of the PAP as a means of inducing compliant performance. Except for expenses which may be assigned under section 15.3, the expenses of any review by the state of South Dakota, or if the Commission participates in a multistate review, the expenses shall be paid first from the Tier 2 funds in the Special Fund. If no Special Fund is in existence or Tier 2 funds are not otherwise sufficient to cover audit costs in whole or in part, the Commission will develop an additional funding method that will include contribution from CLECs' Tier 1 payments and from Qwest.

16.3 Qwest will make the PAP available for CLEC interconnection agreements. Upon Qwest's elimination of its Section 272 affiliate or upon it exiting the interLATA market, Qwest may petition the Commission to phase out the PAP. At that time, a review of the PAP shall be conducted to determine whether a phase-out of the PAP is appropriate.

17.0 (Reserved for Future Use)

18.0 Dispute Resolution

Except as otherwise provided in the PAP, the Commission shall resolve any disputes.

Exhibit K

Attachment 1: Tier 1 and Tier 2 Performance Measurements Subject to Per Occurrence Payment

Performance Measurement		Tier 1 Payments			Tier 2 Payments		
		Low	Med	High	Low	Med	High
GATEWAY							
Timely Outage Resolution	GA-7						X
PRE-ORDER/ORDERS							
LSR Rejection Notice Interval	PO-3[a]	X					
Firm Order Confirmations On Time	PO-5	X				X	
Work Completion Notification Timeliness	PO-6[b]	X					
Billing Completion Notification Timeliness	PO-7[b]	X					
Jeopardy Notice Interval	PO-8	X					
Timely Jeopardy Notices	PO-9	X					
Release Notifications	PO-16						X
ORDERING AND PROVISIONING							
Installation Commitments Met	OP-3[c]			X		X	
Installation Intervals	OP-4[d]			X		X	
New Service Quality	OP-5a			X		X	
Delayed Days	OP-6[e]			X		X	
Number Portability Timeliness	OP-8			X		X	
Coordinated Cuts On Time – Unbundled Loops	OP-13a			X		X	
LNP Disconnect Timeliness	OP-17			X		X	
MAINTENANCE AND REPAIR							
Out of Service Cleared within 24 hours	MR-3			X			
All Troubles Cleared within 4 hours	MR-5			X			
Mean time to Restore	MR-6a,b,c			X			
Repair Repeat Report Rate	MR-7			X		X	
Trouble Rate	MR-8			X		X	
LNP Trouble Reports Cleared within 24 Hours	MR-11			X		X	
BILLING							
Time to Provide Recorded Usage Records	BI-1	X					X
Billing Accuracy-Adjustments for Errors	BI-3	X					
Billing Completeness	BI-4	X				X	
NETWORK PERFORMANCE							
Trunk Blocking	NI-1			X			X
NXX Code Activation	NP-1			X			X

a. PO-3 is limited to PO-3a-1, PO-3b-1, and PO-3c.

b. PO-6 is included with PO-7 as two "families:" PO-6a/PO-7a and PO-6b/PO-7b. Measurements within each family share a single payment opportunity with only the measurements with the highest payment being paid.

c.. OP-4 is included with OP-6 as five "families:" OP-4a/OP-6-1, OP-4b/OP-6-2, OP-4c/OP-6-3, OP-4d/OP-6-4, and OP-4e/OP-6-5. Measurements within each family share a single payment opportunity with only the measurement with the highest payment being paid.

d. For purposes of the PAP, OP-6a and OP-6b will be combined and treated as one. The combined OP-6 breaks down to OP-6-1 (within MSA), OP-6-2 (outside MSA), OP-6-3 (no dispatch), OP-6-4 (zone 1), and OP-6-5 (zone 2).

Exhibit K

Attachment 2: Performance Measurements Subject to Per Measurement Caps

Billing

Time to Provide Recorded Usage Records – BI-1 (Tier 1/Tier 2)
Billing Accuracy – Adjustments for Errors – BI-3 (Tier 1)
Billing Completeness – BI-4 (Tier 1/Tier 2)

Exhibit L

ADVICE ADOPTION LETTER

Director of Interconnection Compliance
C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

_____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

CLEC

By:_____

Title:_____

Date:_____

Exhibit M

INTERIM ADVICE ADOPTION LETTER

Director of Interconnection Compliance
C/O Heidi Higer
Qwest
1801 California, Room 2410
Denver, CO 80202

Re: Qwest Corporation ("Qwest") New Product: _____

_____

Dear Sir or Madam:

By its signature below, _____ ("CLEC") hereby agrees to be bound by the rates, terms and conditions that Qwest has offered and provided on its Web Site for the New Qwest Product identified above as an interim amendment to its Interconnection Agreement with Qwest for the state(s) of _____.

CLEC certifies that the rates, terms, and conditions contained on Attachment A (attached hereto) are the rates, terms and conditions contained on Qwest's web site that have been provided for the New Product identified above.

Qwest acknowledges that CLEC believes that the rates, terms and conditions for the Qwest New Product should be altered and that CLEC enters into this Interim Advice Adoption Letter with the express intention to renegotiate the rates, terms and conditions associated with the Qwest New Product pursuant to the terms of Section 1.7.1.2 of the SGAT. CLEC enters into this Interim Advice Adoption Letter without prejudice to or waiver of any of its rights to challenge the terms and conditions of this Interim Advice Adoption Letter under the Interconnection Agreement, the Act, FCC or state Commission rules.

CLEC

By:_____

Title:_____

Date:_____

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of January 1 through January 7, 2004

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this report. Phone: 605-773-3201

TELECOMMUNICATIONS

TC04-001 In the Matter of the Settlement Agreement between the South Dakota Public Utilities Commission and Talk Too Me, L.L.C., a Limited Liability Company under Delaware Law, d/b/a 00 Operator Services, and d/b/a American Directory Services.

On January 5, 2004, staff filed a Motion For Approval Of Settlement Agreement with the Commission. According to the filing, staff and Talk Too Me, L.L.C., a limited liability Company under Delaware law, d/b/a 00 Operator Services, and d/b/a American Directory Services, have reached an agreement regarding allegations of unauthorized billings. The Settlement Agreement was filed with the Commission for approval.

Staff Attorney: Kelly Frazier
Date Docketed: 01/05/04
Initial Comments Due: NA

TC04-002 In the Matter of the Filing for Approval of Statement of Generally Available Terms And Conditions For Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation and Sprint Communications Company, LP

On January 7, 2004, the Commission received a Filing for Approval of Statement of Generally Available Terms And Conditions For Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and Sprint Communications Company, LP (Sprint). According to the parties, the Agreement is a negotiated agreement which sets forth the terms, conditions and prices under which Qwest will provide services for resale to Sprint for the provision of local exchange services. Any party wishing to comment on the Agreement may do so by filing written comments with the Commission and the parties to the agreement no later than January 27, 2004. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/07/04
Initial Comments Due: 01/27/04

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE FILING FOR APPROVAL OF TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES AND RESALE OF TELECOMMUNICATIONS SERVICES BETWEEN QWEST CORPORATION AND SPRINT COMMUNICATIONS COMPANY L.P.	)	ORDER APPROVING AGREEMENT TC04-002

On January 7, 2004, the Commission received for approval a filing of Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services between Qwest Corporation (Qwest) and Sprint Communications Company L.P. (Sprint).

On January 8, 2004, the Commission electronically transmitted notice of this filing to interested individuals and entities. The notice stated that any person wishing to comment on the parties' request for approval had until January 27, 2004, to do so. No comments were filed.

At its duly noticed February 17, 2004, meeting, the Commission considered whether to approve the agreement between Qwest and Sprint. Commission Staff recommended its approval.

The Commission has jurisdiction over this matter pursuant to SDCL Chapter 49-31, and the Federal Telecommunications Act of 1996. In accordance with 47 U.S.C. § 252(e)(2), the Commission found that the agreement does not discriminate against a telecommunications carrier that is not a party to the agreement and the agreement is consistent with the public interest, convenience, and necessity. The Commission unanimously voted to approve the agreement. It is therefore

ORDERED, that the Commission approves the agreement.

Dated at Pierre, South Dakota, this 25th day of February, 2004.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.

By: Delaine Kolbo

Date: 2/26/04

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner